

TERMS & CONDITIONS

The term "The BAO Institute for Healthy Living" (The BAO Institute) applies to the company contracted with on the first page of this document. The BAO Institute agrees to make available to the Buyer/Member facilities as described in the Buyer/Member's Membership Agreement. The Buyer/Member agrees to pay The BAO Institute the amounts shown on page one and to use the services and facilities pursuant to the Terms and Conditions in the Buyer/Member's Membership Agreement. For the purpose of this contract/agreement the terms I/We, Buyer/Member apply to all parties signing the contracts who have reached the age of majority, which is eighteen (18) years of age. The Parent/Guardian agrees that all items of these terms and conditions apply to their son/daughter and gives their consent to their son's/daughter's participation in any/all of The BAO Institute services and facilities.

The following items pertain to the use of all The BAO Institute services and facilities and form part of the Membership Agreement to which these items are attached.

USE OF FACILITIES

1. The Buyer/Member agrees to keep and obey all Procedures, Policies, Rules and Regulations now in force or in the future prescribed by The BAO Institute. The Buyer/Member can obtain updated Procedure and Policy information on access, guest use, dress code, locker use, hygiene requirements, and codes of behavior, proper conduct and violation conditions from club management.
2. It is the sole obligation of the Buyer/Member to read, understand and abide by all of the Procedures, Policies, Rules, Regulations, Terms and Conditions of The BAO Institute.
3. The Buyer/Member agrees that while using any facility or service of The BAO Institute, he/she will not conduct him/herself in any way that presents a danger to or creates a nuisance for the management, other Buyer/Members, or any other persons using the services or facilities of the club.
4. The Buyer/Member acknowledges that The BAO Institute at its discretion may suspend or cancel my membership without refund if The BAO Institute feels it is advisable to do so in the best interest of The BAO Institute, or if I violate any of the Rules & Regulations of The BAO Institute.
5. **I acknowledge that reasonable changes to the Rules and Regulations, hours of service, equipment or location may be subject to change without prior notice and I accept the same.**
6. **The BAO Institute hereby permits the member, in consideration for the fees agreed to be paid by the member to The BAO Institute outlined in this agreement to have use of fitness equipment, locker rooms and showers at The BAO Institute. Membership does not include personal training, semi private training, tanning, physiotherapy, massage, chiropractic, towel service or other personal services all of which carry an additional charge.**

WAIVER OF LIABILITY & DISCLAIMER BY MEMBER

1. The Buyer/Member expressly acknowledges that he/she will be engaging in physical exercise while using The BAO Institute services and facilities, which could cause injury to the Buyer/Member. The Buyer/Member hereby states that he/she is and will be voluntarily participating in these activities and the Buyer/Member hereby assumes all risks of injury sustained by the Buyer/Member as a result of these physical exercises and activities.
2. The Buyer/Member hereby releases The BAO Institute, its shareholders, directors, officers and employees, those for which The BAO Institute is responsible at law or otherwise, the landlord of the premises and any other party or parties related to any of the aforementioned persons from any and all claims, demands, damages, rights of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the members use or intended use of the facilities, including but without limitation, any claims for personal injury arising from or as a result of the negligence of The BAO Institute, its owners agents or employees or the negligence of any other person present on The BAO Institute premises as members or guests.
3. The BAO Institute is hereby released from any liability whatsoever caused by any theft or damage to the Buyer/Member's personal property.
4. The Buyer/Member understands that he/she will be engaging in physical activity which could, if not undertaken in a reasonable and responsible manner relative to the members physical condition result in personal injury to the member.
5. The Buyer/Member hereby warrants and represents that he/she is in good physical condition and that he/she now has no liability or impairment preventing him/her engaging in active or passive exercise or that which will be detrimental or injurious to the health, safety, comfort and physical condition of the Buyer/Member or others. The member will conduct himself/herself responsibly at all times and use the facilities within their physical limitations.
6. The Buyer/Member hereby represents that he/she will not use The BAO Institute while having any open cuts, abrasions, open sores, infections or illnesses. The Club reserves the right, however, to make final determination in these regards.
7. The member acknowledges that the club and its employees offer no guarantee that its facilities, programs or advice will have any beneficial effect from a medical standpoint or that any medical authority has approved them.

MEMBERSHIP TERMS

1. The Buyer/Member agrees to pay for all initiation fees, monthly dues and any other payments applicable to this Membership Agreement. In signing this Membership Agreement, the Buyer/Member authorizes The BAO Institute to draw monthly cheques or prepare debits, paper or electronic entry, covering all initiation fees, monthly dues and all other applicable payments to this Membership Agreement.
2. If for any reason an item (an item being any form of payment) is not received within three (3) days of the contract date or if any item is returned for reasons of stop payment, account closed, N.S.F. (non-sufficient funds), or for any other reason, the Buyer/Member will be considered in default of the contract and the full amount of the contract becomes immediately due and payable to The BAO Institute.
3. If the Buyer/Member incurs more than two (2) returned items or NSF fees then the remaining balance under the contract may become immediately due and payable at The BAO Institute' option and the Buyer/Member authorizes the club to withdraw all outstanding funds plus service charges from their credit card or bank account provided.
4. If for any reason the Buyer/Member defaults on his/her contract payment obligations, the Buyer/Member hereby authorizes The BAO Institute or its assignee to collect the outstanding monies, plus a ninety-nine dollar (\$99) administration fee and interest, in any method available to them.
5. In any default situation, the Buyer/Member completely understands and authorizes that he/she will be billed through the drawing of electronic, magnetic or paper debits of either the Buyer/Member chequing account(s) and major credit card(s) by The BAO Institute or its agents.
6. The Buyer/Member acknowledges that a minimum service charge of twenty-five dollars (\$25) shall be paid to The BAO Institute in the event of either a returned payment (cheque or credit card) or a missed payment or change of status of membership.
7. The Buyer/Member will also be liable for all costs incurred by The BAO Institute in the collection of past obligations to the club.
8. The Buyer/Member agrees to regularly review his/her account information and if there are any questions or discrepancies with the amount withdrawn or with any account changes, the Buyer/Member must notify the club in writing within ninety (90) days of the withdrawal or account change. If the written notice is not received within ninety (90) days, then the withdrawal or account charges will be accepted and will have considered to been properly made.
9. All lost or stolen 24/7/365 access cards must be replaced at the member's expense. 24/7/365 access cards will remain the property of The BAO Institute and must be submitted at the end of membership. Failure to do so will result in a twenty-five dollars \$25.00 fee.

GENERAL TERMS AND CONDITIONS

1. The BAO Institute may assign this contract, and if assigned, the term "Company" will also mean the assignee company. Any assignee will have all our rights and powers under this contract, and we reserve our rights to assert any defences we may have under this contract.
2. The BAO Institute' operating schedules may be changes by management from time to time, unless the change is a material change.
3. The BAO Institute may assign all of its rights, interest and obligations pursuant to this agreement without the consent of the Buyer/Member. The Buyer/Member shall not assign or transfer any of his/her right or obligations pursuant to this agreement without the express written agreement of The BAO Institute.
4. This agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representation or other agreements between the parties in connection with its subject matter executed in writing by all of the parties. The foregoing does not apply to any false, misleading or deceptive representations.
5. This agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario and shall be treated in all respects as an Ontario contract.
6. This agreement shall insure to the benefit of and by binding upon each party and its heirs, executors, administrators and permitted successors and assigns.

Your Rights under the *Consumer Protection Act, 2002*

You may cancel this agreement at any time during the period that ends ten (10) days after the later of the day you receive a written copy of the agreement and the day all the services are available. You do not need to give the supplier a reason for canceling during this ten (10) day period. In addition, there are grounds that allow you to cancel this agreement. You may also have other rights, duties, and remedies at law. For more information, you may contact the Ministry of Government Services. To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address or the supplier that is on record with the Government of Ontario or the Government of Canada or is known to you. If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance.)