

1. FORMS OF PAYMENT:

Forge MyoConditioning accepts the following forms of payment for their memberships:

Monthly Recurring Memberships: VISA or Mastercard only, (NO VISA debit cards)

1 Monthly Memberships: VISA, Mastercard, VISA debit, Interac, Cash

Punchcards: VISA, Mastercard, VISA debit, Interac, Cash

2. RIGHTS OF CANCELLATION:

This is a contract to which the Business Practices and Consumer Protection Act applies. You may cancel this contract from the day you enter the contract until 10 days after you receive a copy of this contract. You do not need a reason to cancel. If you would like to cancel within 10 days of your purchase, the full purchase will be refunded to you. There are other rights of cancellation contained in section 25 of the Business Practices and Consumer Protection Act.

3A. UNLIMITED GYM ONLY MEMBERSHIP PRIVILEGES:

Your purchase of an Unlimited Gym Only Membership gives you access to all the Forge open gym times and stations during all business hours. You have unlimited daily access and can reserve an open gym station if desired (subject to availability). Reservations for open gym stations open up 48 hours in advance. Memberships are not transferable.

3B. UNLIMITED CLASS ONLY MEMBERSHIP PRIVILEGES:

Your purchase of an Unlimited Class Only Membership gives you access to all Forge Classes (Strength & Conditioning, Boxing & Kickboxing, Mobility & Flexibility). You have unlimited daily access and can reserve an open gym station if desired (subject to availability). Reservations for class spots open up 1 week in advance. Your membership is not valid for open gym times and stations. Memberships are not transferable.

3C. UNLIMITED GYM & CLASS MEMBERSHIP PRIVILEGES:

Your purchase of an Unlimited Gym & Class Membership gives you access to all the Forge open gym times and stations during all business hours as well as access to all Forge Classes (Strength & Conditioning, Boxing & Kickboxing, Mobility & Flexibility). You have unlimited daily access and can reserve an open gym station if desired (subject to availability). Reservations for open gym stations open up 48 hours in advance. You have unlimited daily access and can reserve an open gym station if desired (subject to availability). Reservations for class spaces open up 1 week in advance. Memberships are not transferable.

3D. PUNCHCARD PRIVILEGES:

Punchcards are valid for 1 visit per day, no re-entry's. A second visit on the same day will be considered a separate visit. Punchcard visits may be used for Gym Only access or Class Only access but not both. If you choose to partake in a class as well as access the open gym on the same visit, it will be considered as 2 visits.

4A. PAYMENT - MONTHLY RECURRING MEMBERSHIPS:

The FIRST month of your monthly membership must be paid in full before visit. Monthly recurring membership fees are due on a monthly basis according to the billing cycle set for your joining date. Monthly fees are only due for 1 month at a time. Monthly recurring membership must be committed to a 2 month membership (2 billing cycles, 1st and 2nd months) before cancellation will be permitted through your online portal. If you would like to cancel before your 2nd billing cycle, you will be responsible for the fee difference between the 1 month and monthly recurring membership amount.

4B. PAYMENT - 1 MONTH MEMBERSHIPS:

1 Month Memberships must be paid in full before your first visit. 1 Month Memberships are valid for 1 month from the date of purchase.

4C. PAYMENT - PUNCHCARDS:

Punchcards must be paid in full before your first visit. Punchcards are valid for 1 year from the date of purchase.

5. CLASSES:

Classes must be booked prior to attendance either through your member portal or by contacting Forge directly to reserve your spot. You must have a PUNCHCARD, CLASSES ONLY or GYM AND CLASSES membership to attend classes. If you are a GYM ONLY member, you may drop into a class for a \$10+GST drop in fee. This drop in fee must be paid in full prior to attending the class.

6. MEMBERSHIP HOLD BENEFITS:

All Memberships and punchcards are permitted to be put on hold at any time, for any reason and are free of charge. Membership holds must be for a minimum of 2 weeks and your membership fees (and expiry dates if applicable) will be prorated according to the days your membership is on hold. Member holds can be added through your member portal for up to 3 months. A Membership or punchcard hold is not a substitute for cancellation and there is no requirement to hold your membership before cancellation.

7A. NO SHOW FEES - TRAINING/WORKOUT STATIONS:

Your training/workout station(s) can be booked up to 48 hours in advance either through your member portal or by contacting Forge directly. Should you fail to show for your booked training/workout station, you will be charged a \$5 no show fee. Cancellations of training sessions must be made prior to the start of the training/workout session to avoid being charged a no-show fee of \$5 for that session. Payments for no show fees are due the day after the no show event.

7B. NO SHOW FEES - CLASSES:

Your space in a class may be booked up to 1 week in advance either through your member portal or by contacting Forge directly. Should you fail to show for your booked class, you will be charged a \$10 no show fee. Cancellations of classes must be made at least 1 hour prior to the start of the class to avoid being charged a no-show fee of \$10 for that class. Payments for no show fees are due the day after the no show event.

8. PERSONAL TRAINING:

Forge MyoConditioning Victoria Inc does not offer Personal Training directly. All personal training at Forge is performed by certified and insured independent contractors and Forge MyoConditioning Victoria Inc is not responsible and does not assume liability for the terms and conditions set forth by each individual contractor. It is the client's responsibility to ensure that they are satisfied with the terms and conditions of their personal training agreement with their trainer.

9. NON-COMPETE / NON DISCLOSURE:

As a client of Forge MyoConditioning Victoria Inc. (Forge), you will be receiving privileged information intended for YOUR education, YOUR physical improvements and YOUR mental focus only. Forge's programs may NOT be reproduced, stored in a retrieval system, or transmitted, in any form or by means electronic, mechanical, photocopying, and recording. You also testify that you do not work in a competitive or similar fitness/health field and have no immediate intentions or later intentions of developing a similar type of fitness program. Should you decide to disclose/use this information, you agree that you will be held liable for attorney fees.

10. PHOTO / QUOTE RELEASE:

Action photos may be taken throughout the program for purposes of promoting Forge. These photos may be printed in newspapers, magazines, websites, commercials and other forms of advertising. You agree that these photos are the property of Forge and may be used at any time for promotional purposes. We will ask for your permission first before printing any individual "before and after photos". You also agree that any quotes given in surveys will be used for promotional purposes only.

By signing below, I hereby affirm that I have read, have been honest with Forge and fully understand the above information. I have been given the opportunity to present questions in all related matters.