

**TERMS OF MEMBERSHIP TERMS  
OF PAYMENT  
CANCELLATION POLICY**

**TO:** **PR PILATES INC.**  
**(the “Company”)**

**AND TO:** **(the “Owner”)**

**ACTIVITY:** **Use of Fitness Facilities and associated classes, events, and activities (the “Activity”)**

**THIS AGREEMENT WITNESSES** that for good and valuable consideration, including the acceptance of the application of the undersigned for participation in the Activity on property owned or operated by the Owner, the sufficiency and receipt of which consideration are hereby acknowledged, the undersigned hereby agrees as follows:

**1. Membership.** Membership shall be required to participate in the Activity and participation in the Activity shall be governed by the terms of the selected class of Membership. The available classes of Membership, for which one is to be selected by the participant, are as follows:

- Unlimited solo sessions – Members are granted unlimited access to the Reformer equipment for self-guided use. These sessions will not include an instructor, and members may be sharing the space with others who are also using Reformers. All sessions must be booked in advance
- Four (4) solo sessions a month – Members are entitled to four self-guided sessions using the Reformer equipment. These sessions will not include an instructor, and members may share the space with others who are also using Reformers. All sessions must be booked in advance and any unused session do not roll over to the following month
- Eight (8) solo sessions a month – Members are entitled to eight self-guided sessions using the Reformer equipment. These sessions will not include an instructor, and members may share the space with others who are also using Reformers. All sessions must be booked in advance and any unused session do not roll over to the following month
- Unlimited group sessions – Members have unlimited access to instructor-led group Reformer classes, with up to 8 other participants. All classes must be booked in advance
- Four (4) group sessions a month – Members are entitled to four instructor-led group Reformer classes, with up to 8 other participants. All classes must be booked in advance and any unused classes do not roll over to the following month
- Eight (8) group sessions a month – Members are entitled to eight instructor-led group Reformer classes, with up to 8 other participants. All classes must be booked in advance and any unused classes do not roll over to the following month

-OR-

- Solo Drop-In Session Purchase – One (1) solo Reformer session on a drop-in basis. Drop-in sessions are subject to availability
  - Group Drop-In Session Purchase – One (1) group class with fifty (50) minutes of instructional time on a drop-in basis. Drop-in sessions are subject to availability
2. **Payment.** Payment for Membership shall be on a month-to-month basis, with the first payment due upon signing of this Agreement. Subsequent payments are due every Thirty (30) days following the first payment (the “Renewal Date”) or until this Agreement has been cancelled by either party. Payment for Drop-in sessions shall be due prior to the commencement of the session.
  3. **Payment Method.** Payment may be made upon signing and on every subsequent Renewal Date via cash, debit, or credit. Credit cards kept on file will be automatically charged on the Renewal date until this Agreement has been cancelled by either party.
  4. **Failure to Show.** I agree and acknowledge that if I must arrive no later than the scheduled class time and that failure to show without adequate notice will result in my being deemed a No Show. I acknowledge that being deemed a No Show will result in my session spot being forfeited. I agree and acknowledge that if my class of Membership includes a limited number of group sessions every month, a forfeited session will count towards the monthly allotted number of sessions. I further acknowledge and accept that if I possess an Unlimited Group Membership or a Solo Membership I will be charged a No Show fee of twenty dollars (\$20.00).
  5. **Cancellation of a Session.** I agree and acknowledge that I must cancel a planned session at least Twelve (12) hours prior to the planned start time of said session. If a session is not cancelled at least Twelve (12) hours prior to the planned start, I acknowledge that I will be deemed a No Show. I acknowledge that being deemed a No Show will result in my session spot being forfeited. I agree and acknowledge that if my class of Membership includes a limited number of group sessions every month, a forfeited session will count towards the monthly allotted number of sessions.
  6. **Cancellation of Membership.** I agree and acknowledge that if I intend to cancel my membership, I must provide at least two (2) weeks or fourteen (14) days’ notice of cancellation prior to the Renewal Date (“Adequate Notice”) to the Company in order to effect Cancellation of Membership. Failure to give Adequate Notice will result in payment for my Membership being due until the next following Renewal Date. I further agree and acknowledge that the Company may cancel my Membership with Adequate Notice.
  7. **No Representation.** In entering into this Agreement, I confirm that I am not relying on any representation or statement made by the Company, the Owner or any of the Releasees, whether oral or in writing, to induce me to participate in the Activity or minimizing the risks or dangers connected with or related to my participation in the Activity.
  8. **Amendment.** I agree that this Agreement may not be modified unless agreed to in writing by me, the Company and the Owner.

9. ***Binding Agreement.*** I agree that this Agreement constitutes a legally binding obligation enforceable in accordance with its terms, and that it shall continue to bind me and my heirs, executors, legal representatives and personal assigns.
10. ***Governing Law.*** This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereby submits to the nonexclusive jurisdiction of the Province of Ontario in connection with this Agreement.
11. ***Invalidity of Provision.*** In the event an Ontario court of competent jurisdiction determines a provision in this Agreement is illegal or unenforceable, such provision shall be rendered ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions, which shall remain in full force and effect.

I confirm that I am 18 years of age, that I have completely read this Agreement and that I fully understand the provisions of this Agreement.

**Minor Acknowledgment.** In the case of a minor Participant (under the age of 18 years), the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Payment and Cancellation Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Payment and Cancellation Agreement. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Payment and Cancellation Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.