Fitness Club Application and Agreement with Societe Kuujjuamiut Inc.

- 1. In the following agreement, hereafter the «Agreement», the applicant is referred to as the «Member» and Societe Kuujjuamiut Inc. as the «Fitness Club». This Agreement is subject to the Consumer Protection Act (chapter P-40. 1) and any waiver or limitation to the rights of the Member set out in this Agreement applies only to the extent permitted by the Quebec legislation. By signing this Agreement, and subject to the terms set out, the Fitness Club accepts that the Member uses its Fitness Center, hereafter the «Center».
- 2. The Member acknowledges that there is a risk associated with participating to fitness activities and to exercising. The Member recognizes that his participation is completely voluntary and acknowledges that he is assuming all risks of injury to himself or others including any illness or medical condition. The Member shall raise any concern about starting an exercise or fitness program with his physician before using the Center. The Member agrees on its own behalf and on the behalf of its personal representatives, heirs, estate trustees or assigns to release, indemnify and discharge the Fitness Club, including its respective owners, officers, directors, agents, employees or independent contractors, from any and all claims or causes of action (known or unknown) which the Member may have arising out of the use of the Center, including those arising out of the negligence of the staff, agents or representatives, and to indemnify and save the Fitness Club harmless from any and all claims or causes of action (known and unknown) brought against the Fitness Club by any party arising out of the Member's actions including its negligence, while at the Center or while participating in any programs offered by the Fitness Club, whether at the Center, its residence or elsewhere.
- 3. The Fitness Club is not responsible for any damage to, loss or theft of the Member's personal property. The Fitness Club reserves the right to refuse or cancel any membership without cause, in which event the Member will be entitled to a refund only of the remaining period of the contract. The Fitness Club reserves the right to, at any time, change its hours of operation, and to change the cost of, add, modify and/or eliminate any program, equipment, activity or class of service.
- 4. The Rules of the Fitness Club may be posted in the Center and they may change from time to time. The Rules are for the benefit and protection of the Members and must be complied with by all members. The Fitness Club reserves the right to cancel or suspend the membership of the Member, without refund, if he/she, a) fails to follow the Rules of the Fitness Club or breaches the terms of this Agreement, b) causes a nuisance or disturbance, c) commits any illegal or immoral acts, or d) if the Fitness Club feels that the actions of the Member may endanger himself or others. If the membership of the Member is suspended, his obligations to make payments under this Agreement will be suspended for the duration of his membership suspension. The Fitness Club doesn't allow any business activity or solicitation at the Center. In particular, solicitation of any business competitive with our business (including personal trainer services) is strictly prohibited. The Member agrees to pay the Fitness Club any revenues received by the Member if he violates this policy (plus any legal fees and court costs the Fitness Club may incur to enforce such policy).
- 5. This Agreement is personal to the Member. The Member may not assign or transfer this Agreement to anyone else without the written approval of the Fitness Club's manager, which the Fitness Club may charge the Member an administration fee. The person whom the Member assigns or transfers this Agreement to will also be subject to increased Fees. Any attempt to sell, assign, or transfer this Agreement without our approval is null and void and will result in cancellation of the Member's membership immediately without any refund. The Fitness Club reserves the right to cancel or suspend the Member's membership, without refund, if he fails to follow the Rules or breach the terms of this Agreement, cause a nuisance or disturbance, commits an illegal or immoral acts, or if The Fitness Club concludes that the actions of the Member endangered himself or others.

Clause required under the Consumer Protection Act

(Contract entered into by a merchant who operates a physical fitness studio)

The consumer may cancel this contract without charge or penalty before the merchant has begun the performance of his principal obligation by sending the form attached hereto or another notice in writing for that purpose to the merchant.

If the merchant has begun to perform his principal obligation, the consumer may cancel this contract within a time period equal to 1/10 of the duration prescribed in this contract by sending the attached form or another notice in writing for that purpose to the merchant. Such time period shall begin at the time the merchant begins to perform his principal obligation In that case, the merchant may not exact from the consumer payment of any sum greater than one-tenth of the total price prescribed in the contract.

The contract is canceled, without further formality, upon the sending of the form or notice. Within 10 days following the cancellation of this contract, the merchant must restore to the consumer the money he owes him. It is in the consumer's interest to refer to sections 197 to 205 of the Consumer Protection Act (chapter P-40.1) and, where necessary to communicate with the "Office de la protection du consommateur".

I		hereby acknowledge having received,
read, and declare understandin	g the content of the present contract.	
X:	Signed on	at Kuujjuaq, Quebec.

Kuujjuamiut Inc. CP. 719 Kuujjuaq, Québec JOM 1C0 Tel: (819) 964-2625

Fax: (819) 964-2625





REGISTERED BY:

FITNESS CLUB APPLICATION

4.44LP, ULAUM		
Kuujjuamiut Inc.	PRICES & PLANS (CHECK ONE) Prices include taxes	
LAST NAME	ADULT PRICES	
FIRST NAME	1 MONTH/\$60.00	
DATE OF BIRTH	3 MONTHS/\$120.00	
DATE OF BIRTH	6 MONTHS/\$200.00	
P.O. BOX /ADDRESS	10 MONTHS/\$260.00	
TELEPHONE(DAY)	12 MONTHS/\$320.00	
TELEPHONE(EVENING)	HIGH SCHOOL STUDENT PRICES	
EN A A TI	1 MONTH/\$30.00	
EMAIL	3 MONTHS/\$60.00	
CASH DEBIT VISA CHEQUE	6 MONTHS/\$100.00	
	10 MONTHS/\$130.00	
CHEQUE/VISA #	12 MONTHS/\$160.00	
Make cheque payable to Kuujjuamiut Inc. STARTING DATE	** ACCESS CARD DEPOSIT OF \$20.00 NOT INCLUDED IN PRICES.	
	CARD #	
ENDING DATE	RENEWAL YES NO	
CLIENT'S SIGNATURE		
RECEIPT		
STARTING DATE:	CARD DEPOSIT PAID: \$20.00	
ENDING DATE:	CARD #	

AMOUNT PAID: