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5102 50 St. Fishing Lake, AB
T0A 3G0



FISHING LAKE METIS SETTLEMENT

FISHING LAKE SETTLEMENT IN THE PROVINCE OF ALBERTA

LAKEVIEW FITNESS CENTER POLICY #009/2019

1. Policy Statement

- a. The Fishing Lake Metis Settlement would like to provide a facility which will promote health and fitness within the Settlement.

2. Purpose

- a. The purpose of this policy is to provide guidelines for use of the Lakeview Fitness Center

3. Definitions

- a. In this policy;

"Fitness Center" means the facility in which the equipment is housed and available.

"Fitness Center Member" or **"Member"** means a person who has agreed to the terms and paid the monthly fee to access the fitness center.

"Inactive Member" means a person who has obtained a membership, but has allowed their membership to lapse.

"Monthly membership fee" or **"Fees"** means the amount that is set out in this policy that is payable to maintain Fitness Center Membership

"Key Fob" means the electronic key that allows access to the Fitness Center.

"Membership Package" means the package provided to new fitness center members that includes a key fob, Rules and Regulations, Fitness Center User Agreement and the Application.

"Membership renewal" means continued payment to maintain fitness center membership

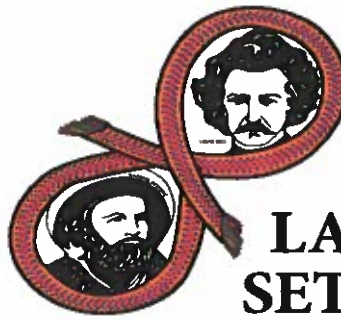
"Default" means to violate the terms as agreed to in the Fitness Center User Agreement

4. Administration

- a. This policy is administered through the Community Resources Department
- b. Funds generated from monthly membership fees will be placed into its own bank account; dollars generated through fees will solely be used to maintain facility and upgrade equipment in the Fitness Center.

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- c. Fees are payable to Fishing Lake Metis Settlement, and can be paid at the Finance Department.
- d. Membership packages are available at Reception at the Settlement Office, and will be provided upon proof of payment / receipt.
- e. Membership renewal payments can be paid to the Finance Department and key fob renewal will be completed by Reception upon proof of payment / receipt.

5. Eligibility

- a. To be a fitness center member an individual must:
 - a. Agree to and adhere to the rules and regulations as set out in **(Schedule A)**
 - b. Agree to and adhere to the Fitness Center User Agreement **(Schedule B)**
 - c. Fill out the Fitness Center Application **(Schedule C)**
 - d. Not be in default of the fitness center user agreement or prohibited from membership
 - e. Be over the age of 18 or be over the age of 16 with written parental permission
 - f. Pay a refundable deposit for a key fob OR provide your own
 - g. Pay the monthly fee in advance
 - i. \$40 / Month
 - ii. Monthly fees are not payable through the Recreation Sponsorship Policy

6. Effective Date

This policy comes into effect upon adoption by Council.

DATE OF ADOPTION

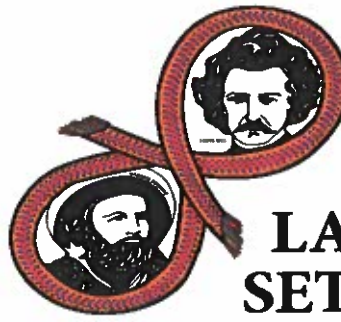
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CHAIRPERSON

ADMINISTRATOR

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Schedule A: Rules and Regulations

Please be forewarned the Fitness Center is under 24-hour surveillance and will be monitored daily.

If you violate these rules you will have 1 warning, after a second violation your membership with the fitness center will be terminated, you forfeit the rest of that month's fees, and you will be ineligible for membership for 6 months

- Hours of the Lakeview Fitness Center are 5:00 a.m. – 11:00 p.m. daily.
 - In the case of a closure, (i.e. when there is a Settlement planned program or maintenance), closure dates will be posted with as much notice as possible.
- You must be a member of the fitness center to enter and use the facility.
- Children under the age of 16 are not allowed on site. This is not a gathering area for groups of people or friends, so please only enter the center if you are a current fitness center member and are using the equipment for exercise.
- You must not allow another person to use your key fob.
- You must not allow another person into the facility.
- Fishing Lake Metis Settlement assumes no liability.
- All members must be at least 16 years of age.
- Key fobs require a \$10 refundable deposit; the \$10 is refundable upon return of key fob.
- Key fobs will expire 30 days from date of activation, unless renewed.
- The fitness center offers a non-threatening environment to get healthier.
- No loud or offensive language or behavior.
- No loud or offensive music; headphones must be worn at all times. No speakers.
- If your electronic key fob is lost or stolen, it must be reported immediately.
- Please ensure that the door to the facility is closed at all times
- All personal effects must be kept off workout floor, back packs, should be stored in storage area
- Keep the facilities clean, please pick up after yourself and discard your trash.
- Machines should be wiped down after each use. Wipes are provided at different stations throughout the fitness center.
- Re-rack weights after each use.
- You cannot bring your own fitness equipment, i.e. - weights, benches, etc.
- In the case of equipment malfunction, please notify the Administration.
- Eating or drinking inside the Fitness Centre is not permitted. Except water bottles in capped bottle.
- There is no loitering, drug use, smoking, alcohol use or any illegal activity allowed in the facility.
- Do not bring DRUGS or ALCOHOL inside the gym if any persons that neglects this, they will be BANNED with no warning.

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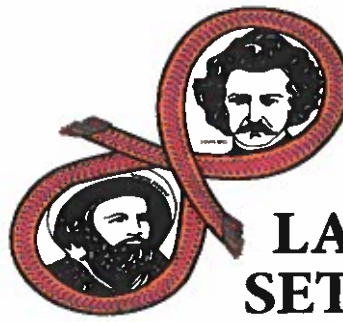
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- Do not deface or destroy any property within the gym, including walls, floors, equipment, restroom facilities.
- No outdoor shoes past the entrance.
- Proper workout attire is mandatory; which includes indoor shoes.
- If you have been on the cardio equipment longer than 30 minutes and other members are waiting for the machine, please allow other members to use the machine.
- Rules, regulations and facilities are subject to change without notice.

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Schedule B: Fitness Center User Agreement

Name: _____

THE PARTIES: This Fitness Center Agreement & Release (the "Agreement") is entered between FISHING LAKE METIS SETTLEMENT (the "Settlement") and (the "Member") regarding certain Lakeview Fitness Center located Fishing Lake Metis Settlement

DESCRIPTION OF MEMBERSHIP: By signing this agreement, Member shall be entitled to use the Fitness Center subject to all the terms and conditions contained herein and such additional terms and conditions as the Settlement, in their sole discretion, may institute from time to time.

LENGTH OF MEMBERSHIP: This membership shall be activated upon the receipt by Settlement of this Agreement signed by Member, and shall expire automatically, without any notice or documentation to Member on the date Member is no longer a holder of paid membership. In addition, either Manager or owner may suspend or revoke Member's privileges to use the Fitness Center at any time if Member fails to comply with the terms of this Agreement. Additionally, Member may terminate this Agreement at any time by providing written notice of such termination to Manager at the address set forth below.

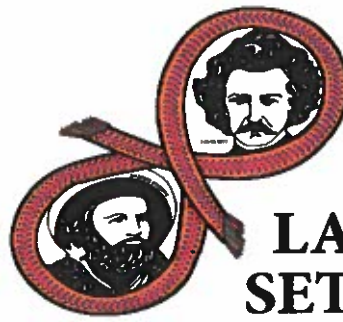
In consideration of the Settlement's making the facilities located in the Fitness center available for use by Member, Member hereby acknowledges and agrees as follows:

1. **Membership.** Upon execution of this Agreement, Member shall be entitled to use the Fitness Center, at cost, in compliance with the terms and conditions of this Agreement.
2. **Activation.** Contemporaneously with Member's delivery of this Agreement to Settlement, Settlement shall supply access to the Fitness Center. Upon any termination of this Agreement, Member's key and/or access card will be returned and/or deactivated for access to the Fitness Center.
3. **Hours of Operation.** The Fitness Center is open and available for use by Member from 5:00 am to 11:00 pm, daily. In the case of a closure, (i.e. when there is a Settlement planned program or maintenance), closure dates will be posted with as much notice as possible.
4. **Assumption of Risk.** MEMBER IS SOLELY AND COMPLETELY RESPONSIBLE FOR HIS OR HER OWN SAFETY WHILE USING THE FITNESS CENTER, AND MEMBER AGREES TO USE THE FITNESS CENTER AT MEMBER'S SOLE RISK. Member understands and agrees that the Settlement is not in the business of, nor do they have any experience in, operating exercise and fitness facilities. The Fitness Center is an

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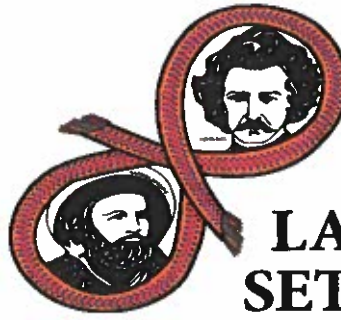
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unstaffed facility made available for Member's use at Member's sole risk. The Fitness Center will not be actively supervised by the Settlement or any of their agents or employees, although the Settlement expressly reserve the right to install video monitoring equipment in and about the Fitness Center, at the Settlement's sole discretion. Member will not look to the Settlement for assistance or expertise in any manner whatsoever involving the Fitness Center.

5. **Release.** Member expressly agrees that the Settlement and all of their officers, directors, and employees are not liable for any injuries, damages or losses of any type originating from personal injuries sustained by Member in, on or about the Building or the Fitness Center or as a result of using the Fitness Center and the equipment therein. Member assumes full responsibility for any injuries, damages or losses which may occur to Member in, on or about the Building or the Fitness Center, and Member does hereby fully and forever release and discharge the Settlement and all of their officers, directors, employees and agents, from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the Member's use or intended use of the Fitness Center and equipment therein.
6. **Member's Representations.** Member warrants, represents and agrees that he or she is in good physical condition and has no disability, impairment or ailment preventing him or her from engaging in active or passive exercise or that will be detrimental to his/her health, safety, comfort or physical condition if he/she does so engage or participate. If Member has a history of heart disease or any other potential problem with respect to a health or physical condition, Member shall consult a physician with respect to his or her exercise program before using any or the Fitness Center equipment. Member agrees that he or she will not use the Fitness Center with any open cuts, abrasions, open sores, infections or the like, and that Member shall comply with local public health requirements.
7. **Personal Property.** Each Member is responsible for his or her own personal belongings while using the Fitness Center. Although daily use lockers are provided for the use and convenience of Member, Owner and Manager shall not be responsible for damages, lost or stolen articles of clothing or any other personal property of Member while in the Fitness Center, and Member waives any claim for loss of personal property while using the Fitness Center, even if such property is located in a daily use locker. The daily use lockers are provided for use only while Member is using the Fitness Center, and Member shall remove all personal property from the lockers while Member is not using the Fitness Center. Any property left in a daily use locker by Member after the Hours of Operation of the Fitness Center shall be deemed abandoned, and the Settlement may move or dispose of such property in the Settlement's sole discretion.

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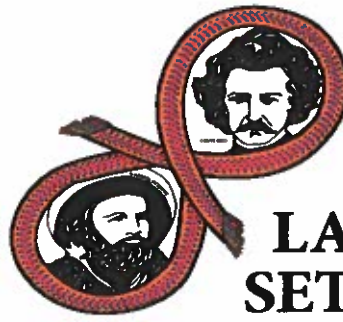


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8. **Rules and Regulations.** Member agrees to abide by all rules and regulations, as set out in Schedule A of the Fitness Center Policy, and to conduct himself or herself in a quiet and well-mannered fashion when in or about the Fitness Center so as not to interfere with the enjoyment and effective use of the Fitness Center by other Members. Under no circumstances will Member use foul, loud, abusive or slanderous language, or harass, assault or badger other Members. Member agrees to abide by all rules and regulations implemented by the Settlement for the use of the Fitness Center, and all of the terms and conditions contained herein. The Settlement reserves the right to amend or add to the rules and regulations for the Fitness center as they deem necessary for the proper management of the Fitness Center, and to terminate this Agreement and cancel any and all rights to use the Fitness Center should Member fail to abide by such rules and regulations or the terms and conditions of this Agreement. The Settlement's decisions on all issues involving the Fitness Center shall be final. If you violate the rules and regulations you will have 1 warning, after a second violation your membership with the fitness center will be terminated, you forfeit the rest of that month's fees, and you will be ineligible for membership for 6 months
9. **Operation of Equipment.** Membership includes use of all the Fitness Center's facilities. The Settlement shall have the right to add, change, remove, move, eliminate or modify the equipment, facilities or services in the Fitness Center in any manner deemed necessary. Member agrees to operate the equipment located in the Fitness Center properly and to avoid careless or dangerous use of equipment. Under no circumstances shall Member move exercise equipment in any manner not authorized in writing by the Settlement. Member agrees to immediately report to the Settlement any malfunction, problem or damage to the equipment. Towels and soap are not provided by the Fitness Center, and are the responsibility of Member for his or her own personal use.
10. **No Guests.** **NO GUEST OF MEMBER WILL BE ALLOWED IN THE FITNESS CENTER. ANY PERSON USING THE FITNESS CENTER MUST BE AN ACTIVE MEMBER OF THE FITNESS CENTER. MEMBERSHIP DOES NOT INCLUDE FAMILY MEMBERS. MEMBERS WILL NOT PROVIDE ACCESS TO THE FITNESS CENTER FOR ANYONE ELSE. ANY VIOLATION OF THIS RULE IS CAUSE FOR MEMBERSHIP TERMINATION.**
11. **Non-transferability.** This membership may not be transferred or assigned by Member for any reason whatsoever and is for member's individual use only.
12. **Attire.** Member is expected to wear athletic attire while using the Fitness Center; including the use of indoor shoes.
13. **Food; Beverages; Smoking.** **THERE SHALL BE NO SMOKING OR ALCOHOLIC BEVERAGES ALLOWED IN ANY PART OF THE FITNESS CENTER.** With the exception of plastic water or sport drink bottles, no beverages are permitted in the Fitness Center, and no food or glass containers of any kind are permitted in the Fitness Center.

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14. Minors. If between the ages of 16 to 18, the parent/guardian agrees to these terms as laid out on their child's behalf and agree to be held responsible for any damages their child may inflict while a minor. Once the child turns 18, they must enter into their own agreement.
15. Notices. Any notice or other communication required or permitted to be given under this Agreement must be in writing, either in person, electronically or by post and shall be effectively given or delivered to the addresses for the Settlement stated below and the Member as listed on the Application (Schedule C). Either party shall have the right to change its address to which notices shall thereafter be sent, and the party to whose attention such notice shall be delivered, by giving the other party notice thereof in accordance with the provisions of this paragraph. Until such time as either party shall change its address for notices, notices shall be forwarded to Member at the address of Member's choosing as listed on application, and notices shall be forwarded to the Settlement as follows:
- Reception@flms.ca
Fishing Lake Metis Settlement
General Delivery
Sputinow, AB.
T0A 3G0

Member has read and understands this Agreement and by Member's signature below agrees to abide by the terms and conditions of this Agreement.

Signature of Member

Signature of Parent/ Guardian

Printed Name of Member

Printer Name of Parent / Guardian

Administrator

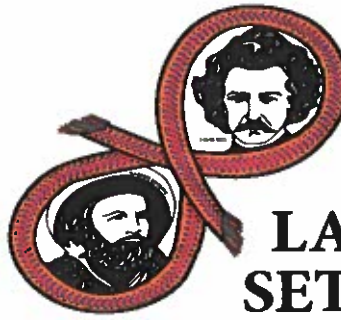
Community Resources Director

Date

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Schedule C: Fitness Center Application

Full Name: _____

Birthday: _____

Address:

Phone Number:

Emergency Contact:

Email:

Name: _____

Number: _____

Key Fob:

- ☐ I have an existing key fob. Fob # _____
- ☐ I require a key fob, which will require a \$10 refundable deposit.

Months requested: _____

For office use only:

Months paid: _____

Key Fob #: _____ **Deposit Paid (attach receipt)** Yes No

Initial Expiry Date: _____ **Agreement Signed** Yes No

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