

# 9ROUND FITNESS

1354 Innisfil Beach Rd 3 Innisfil Ontario L9S 4B7  
(705) 431-3990

DATE: Nov 21, 2024  
RECURRING DUES MEMBERSHIP  
AGREEMENT  
(ONTARIO - CANADA)

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The agency that administers compliance with the law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

**Please see notice about rights under the Consumer Protection Act, 2002, located after the Summary of Terms and Account Charges and Authorization(s) below.**

## PARTIES TO THE AGREEMENT

**CLUB INFORMATION:** d/b/a 9ROUND ("9ROUND," "Company," "we," "our", "us" or "supplier"), and its successors and assigns

**CLUB OF ENROLLMENT:** 9Round Innisfil, On - Innisfil Beach Rd 1354 Innisfil Beach Rd 3 Innisfil Ontario L9S 4B7

**CLUB SALES REPRESENTATIVE:**

**CLUB EMAIL:** innisfilbeachrdinnisfilon@9round.com

### MEMBER INFORMATION:

Member Name: ("Member," "you" or "your")      Email:

Address:

Birth Date:      Gender:

Home #:      Cell #:      Work #:

**BUYER INFORMATION:** (if different from Member; the Buyer is the person paying for services) ("Buyer")

## SUMMARY OF TERMS AND ACCOUNT CHARGES

### RECURRING DUES MEMBERSHIP BASICS

- As a recurring dues member, you are agreeing to pay for your 9ROUND membership on a recurring dues basis.
- If you have a month-to-month membership ("M2M"), you may cancel your M2M membership at any time with a 30-day advance written notice. Your membership will automatically end after one year, except that it may be renewed and extended as explained below.
- If you have a fixed term membership ("Term"), with limited exception, it may not be cancelled during the Term (see additional terms below).
- Your recurring dues billing will begin on 2024-11-21 and will continue on the same day each month thereafter until you properly cancel per the terms of this Agreement.
- You expressly authorize 9ROUND, or its third-party billing services provider, to draft your account each month for any dues, fees or other charges.
- As part of this membership, you have access to 9RoundNOW. You have read and agree to the Terms of Service of 9RoundNOW.

# TERMS OF YOUR RECURRING DUES MEMBERSHIP

# PAYMENT SCHEDULE

Membership to begin on	Nov 21, 2024
Membership to end on	
Monthly Dues Amount (including taxes)	\$24.99 CAD
Recurring Dues Term (in months) (*subject to auto- renewal)	1*
Enrollment Fee	\$0 CAD
Sales Tax Rate	13
<b>TOTAL DUE NOW TO START</b>	<b>\$28.24 CAD</b>

## OTHER CHARGES/FEES\* (other charges/fees may apply)

Membership Key FOB	First FOB: Free Replacement FOBs: \$5 CAD each
Late Charge	\$20 CAD per late payment
Returned Item Fee (e.g., bounced check; payment returned for insufficient funds)	\$25 CAD per returned item

## PROCEDURES FOR RENEWAL (All references to "I" or "me" in this section shall refer to you)

**M2M MEMBER:** If I have M2M membership, I understand that my membership is charged on a monthly basis and will continue to be charged monthly until I properly cancel, that proper cancellation requires me to provide 9ROUND with a 30-day advance written notice of cancellation, and that I will be expected to pay all dues, fees and charges associated with my account.

**TERM MEMBER:** If I have a Term membership, I understand that my Agreement is for a fixed initial term and that, unless I follow the procedures as provided in this Agreement, my membership may automatically roll over to a month-to-month agreement cancellable at any time by me with a 30-day advance written notice. If my Agreement automatically rolls over to a month-to-month agreement, also called 'Evergreen Status,' I consent to continue paying 9ROUND dues in the amount of \$ CAD per month, subject to the terms of this Agreement.

**Buyer's Acceptance:** (electronic signature) 3.138.121.79 **Date Signed and Accepted:** Nov 21, 2024

## AUTHORIZATION FOR PREAUTHORIZED PAYMENTS (All references to "I" or "me" in this section shall refer to you)

By signing below, I am authorizing ClubReady, LLC ("ClubReady"), a third-party billing company located at 14515 North Outer Forty, Ste. 300, Chesterfield, MO 63017 to initiate transfers, whether by EFT or ACH transfer, from the designated bank account tied to this Agreement for purposes of paying, on a

recurring basis, all or a portion of the dues, fees and charges which I owe under the Agreement. I understand and agree that: (a) dues, fees and charges include, but may not be limited to, enrollment fees, membership dues, service charges, late fees, applicable taxes, and/or fees for uncollected monthly dues; (b) ClubReady may transfer funds from my designated account for any retail transactions or online purchases initiated by me; (c) dues, fees and charges will be drawn on or about the dates set forth in the Payment Schedule; (d) this preauthorization will remain in effect until all of my payment obligations under the Agreement have been satisfied; (e) charges may appear in my bank statement under the prefix "CLR" followed by my club's name, phone number and state; (f) debited amounts may vary each month based on additional amounts which I may owe under this Agreement, and that while I am entitled to receive notice at least 10 days before being charged, by signing this authorization, I am choosing instead to get notice only when the amount due would differ by more than \$50.00 CAD from my most recent payment; (g) billing inquiries can be directed to ClubReady at 1 (800) 405-4818. I expressly authorize ClubReady, and any of its subsidiaries or affiliates, to contact me regarding any matter related to the billing of my account, whether by phone, email or SMS text communication (please note SMS text charges may apply).

**Buyer's Acceptance:** (electronic signature) **3.138.121.79** **Date Signed and Accepted:** **Nov 21, 2024**

## BUYER'S RIGHTS IN ONTARIO

### **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 cancelling during this 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 Consumer and Business 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 of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by 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).

If you are to receive goods under this Agreement, then if the supplier requests in writing repossession of any goods that came into your possession under the agreement, you must return the goods to the supplier's address or allow one of the following persons to repossess the goods at your address: (i) the supplier; or (ii) a person designated in writing by the supplier.

If you cancel this agreement, you must take reasonable care of any goods that came into your possession under the agreement until one of the following happens: (i) the supplier repossesses the goods; (ii) the supplier has been given a reasonable opportunity to repossess the goods and twenty-one (21) days have passed since the agreement was cancelled; (iii) you return the goods; or (iv) the supplier directs you in writing to destroy the

goods and you do so in accordance with the supplier's instructions.

**CONFLICTING TERMS.** The provisions in this Buyer's Rights section and/or any applicable state law will be deemed to control if they conflict with another provision in the Agreement.

**CLUB REPRESENTATIVE.** The person, (i) if any, who solicited you in connection with this agreement, (ii) if any, who negotiated this agreement with you, and (iii) who concluded this Agreement, is the sales representative listed above.

**AVAILABILITY.** The club shall be available for your use starting on Nov 21, 2024.

If this Agreement provides for a renewal or extension, it shall be deemed not to be renewed or extended if you notify us, before the time for renewal or extension, that you do not want to renew or extend, as provided by this Agreement.

If required by law, we may offer a plan for instalment payments of membership fees and initiation fees allowing for equal monthly payments over the term of the Agreement; however, we reserve the right to charge a higher amount for such instalments, provided that the total amount paid by instalments does not exceed the membership or initiation fee, if applicable, by more than 25 per cent.

## CANCELLATION TERMS

**CANCELLATION RIGHTS.** Except as otherwise stated in this Agreement or required by law, you may cancel this Agreement only if you qualify as follows:

**You die or become permanently disabled.** If, by reason of death or permanent disability, you are unable to receive all services for which you contracted, then you or your estate may cancel this Agreement without penalty and receive a pro rata refund, where applicable, for any prepaid sums. A "permanent disability" means a condition which completely prevents you from using the facilities. 9ROUND reserves the right to have your permanent disability verified by a physician. 9ROUND shall retain the value for services already provided prior to your death or the onset of permanent disability.

**TERMINATION OF RECURRING DUES MEMBERSHIP.** If you are a M2M member, you may terminate this Agreement at any time by providing 9ROUND with a 30-day advance written notice. There is no early termination fee for a M2M membership. If you are a Term member, unless you rescind or cancel your membership as stated in this Agreement, then your membership cannot be cancelled until the expiration of your fixed initial term. You must follow the procedures above concerning extension and renewal or your membership may be renewed beyond the Term, at which point it will be a month-to-month agreement that you may cancel at any time without penalty by providing 9ROUND with a 30-day advance written notice. Whether you are a M2M or Term member, once 9ROUND receives your written notice of cancellation, your membership will remain active until the expiration of your then-current billing cycle.

**REFUNDS.** Any refund due, if any, will be paid to you within the time period prescribed by law.

**NOTICE.** Unless this Agreement states otherwise as to a specific type of notice, all notices under this Agreement must be in writing and sent by certified mail, return receipt requested, or by personal delivery to 9Round Innisfil, On - Innisfil Beach Rd 1354 Innisfil Beach Rd 3 Innisfil Ontario L9S 4B7.

## RELEASE OF LIABILITY; ASSUMPTION OF RISK;

# INDEMNITY

USING THIS FACILITY OWNED BY D/B/A 9ROUND, OR ANY OTHER 9ROUND FACILITY, INVOLVES THE RISK OF INJURY TO YOU OR YOUR GUEST(S), WHETHER YOU OR SOMEONE ELSE CAUSES IT. SPECIFIC RISKS VARY FROM ONE ACTIVITY TO ANOTHER AND THE RISKS RANGE FROM MINOR INJURIES TO MAJOR INJURIES, SUCH AS CATASTROPHIC INJURIES INCLUDING DEATH. IN CONSIDERATION OF YOUR PARTICIPATION IN THE ACTIVITIES OFFERED BY 9ROUND, YOU UNDERSTAND AND VOLUNTARILY ACCEPT THIS RISK AND RELEASE , AND EACH OF THEIR RESPECTIVE AFFILIATES, AND EACH OF THE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, FRANCHISORS, AGENTS AND INDEPENDENT CONTRACTORS THEREOF (THE "RELEASEES"), FROM ALL LIABILITY FOR ANY INJURY, INCLUDING, WITHOUT LIMITATION, PERSONAL, BODILY, OR MENTAL INJURY, ECONOMIC LOSS, OR ANY DAMAGE TO YOU, YOUR SPOUSE, GUESTS, UNBORN CHILD, OR RELATIVES, RESULTING FROM YOUR USE OF 9ROUND, INCLUDING ANY INJURY RELATING TO THE ORDINARY OR GROSS NEGLIGENCE, ACTUAL OR PASSIVE, OF THE RELEASEES OR ANYONE ACTING ON THE RELEASEES' BEHALF OR ANYONE USING 9ROUND FACILITIES, WHETHER RELATED TO EXERCISE OR NOT. IN CONSIDERATION OF YOUR BEING ABLE TO PARTICIPATE IN 9ROUND ACTIVITIES, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASEES HARMLESS AGAINST ANY LIABILITY, DAMAGES, DEFENSE COSTS, INCLUDING ATTORNEYS' FEES, AND ANY OTHER COSTS INCURRED IN CONNECTION WITH CLAIMS FOR BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE CAUSED BY YOUR NEGLIGENCE OR OTHER ACTS OR OMISSIONS. YOU FURTHER AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE RELEASEES FROM ALL LIABILITY, DAMAGES, DEFENSE COSTS, INCLUDING ATTORNEYS' FEES, AND ANY OTHER COSTS INCURRED IN CONNECTION WITH CLAIMS FOR BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE BROUGHT BY YOU, YOUR GUESTS, OR MINORS, EVEN IF THE RELEASEES WERE NEGLIGENT. FURTHER, YOU UNDERSTAND AND ACKNOWLEDGE THAT THE RELEASEES DO NOT MANUFACTURE FITNESS OR OTHER EQUIPMENT, BUT PURCHASE AND/OR LEASE EQUIPMENT. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE RELEASEES AND 9ROUND ARE PROVIDING RECREATIONAL SERVICES AND MAY NOT BE HELD LIABLE FOR DEFECTIVE PRODUCTS. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THE FOREGOING AND KNOW OF THE NATURE OF THE ACTIVITIES AT 9ROUND.

## DISPUTE RESOLUTION (CANADA)

Mediation, Arbitration, and Waiver of Jury Trial. You and 9Round agree that any dispute with 9Round (including its officers, directors, employees, and agents, as well as its franchisor), other than a claim for personal injury, or a claim brought in small claims court, will be resolved exclusively as follows:

- First, through informal discussions with 9Round;
- If those discussions are unsuccessful, by non-binding mediation;
- If that mediation is unsuccessful, by binding arbitration.
- You understand and agree that you are waiving your right to a jury trial.
- The arbitration will take place before a single arbitrator in a location at or near your club of enrollment, and under the then-current and applicable Canadian Arbitration Association ("CAA") rules.
- Arbitration costs will be borne by 9Round in an amount as fairly determined by the

arbitrator.

**Class and Representative Action Waiver.** You and 9Round further agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. You also agree not to participate in claims brought in a private attorney general ("PAGA") or representative capacity, or consolidated claims involving another person's account if 9Round is a party to that proceeding.

**Opt-Out.** If you do not wish to be bound by these dispute resolution provisions, you may opt out by delivering a written notice via mail or in person to 9Round at 9Round Innisfil, On - Innisfil Beach Rd 1354 Innisfil Beach Rd 3 Innisfil Ontario L9S 4B7, or via email to [innisfilbeachrdinnisfilon@9round.com](mailto:innisfilbeachrdinnisfilon@9round.com) within 30 days after the day you sign this agreement.

**Severability.** If any provisions of this dispute resolution section are deemed unenforceable, those provisions shall be considered omitted and the remaining portions of this dispute resolution section shall remain valid and enforceable.

## GENERAL PROVISIONS

**MEDICAL CONDITIONS. BEFORE USING 9ROUND'S SERVICES OR FACILITIES, YOU REPRESENT THAT YOU ARE IN GOOD HEALTH AND HAVE NO DISABILITY, IMPAIRMENT, INJURY, DISEASE, OR AILMENT, PREVENTING YOU FROM ENGAGING IN ACTIVE OR PASSIVE EXERCISE OR WHICH COULD CAUSE INCREASED RISK OF INJURY OR ADVERSE HEALTH CONSEQUENCES AS A RESULT OF EXERCISE. YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE 9ROUND FACILITY AND SHALL INDEMNIFY 9ROUND, ITS AFFILIATES, AGENTS AND EMPLOYEES, AGAINST ANY AND ALL DAMAGES ARISING OUT OF YOUR USE OF THE FACILITIES.**

**PROOF OF MEMBERSHIP.** You will receive one membership key fob (the "Membership Fob") from 9ROUND and must present it to the reception desk personnel each time you enter a 9ROUND facility. Lost Membership Fobs will be replaced for a fee of \$5, which may be adjusted from time to time. The Membership Fob must be replaced if lost. Membership privileges are limited to the person in whose name the Membership Fob is issued. Improper use of the membership will result in confiscation of the Membership Fob and can result in immediate revocation of your membership. If you wish to use 9ROUND's facilities without your Membership Fob, you will be required to provide proof of identity (e.g., valid driver's license).

**CUSTOMER SERVICE.** Any questions about this Agreement or issues with your membership can be directed to a 9ROUND manager at 9Round Innisfil, On - Innisfil Beach Rd 1354 Innisfil Beach Rd 3 Innisfil Ontario L9S 4B7, or call (705) 431-3990.

**NO HEALTH WARRANTIES.** 9ROUND makes no claims as to medical results that can or may be obtained through use of any 9ROUND facility. 9ROUND has neither suggested nor will it suggest any medical treatment to any of its members; only licensed medical professionals are qualified to give medical advice. You are instructed not to act on the advice given by any 9ROUND employee, unless such advice has been verified by your licensed professional physician.

**CHANGE IN MEMBERSHIP OR BILLING INFORMATION.** You must promptly notify 9ROUND in writing of any changes in your billing information, address or telephone number. You expressly permit 9ROUND, or its authorized billing company, to obtain such updated information through payment card networks, card issuers or other third parties.

**DRESS CODE.** Proper athletic attire and footwear is required. 9ROUND reserves the right to make the final determination in its sole discretion with regard to appropriate attire and footwear.

**SMOKING.** Smoking (including e-cigarettes, chewing tobacco, vapor pens) is prohibited at all times in all 9ROUND facilities.

**LOSS OF PROPERTY.** You and guests are encouraged not to bring valuables onto the premises of a 9ROUND facility. 9ROUND shall not be liable for the disappearance, loss, theft, or damage to personal property, including, among other things, money, jewelry, negotiable securities, and other items left by you or your guests.

**HAND-WRAPS/GLOVES.** Loaner gloves will be provided free of charge for your trial period only. Once you become a member, you are required to use 9ROUND-branded hand-wraps and gloves. For safety and sanitary reasons, no member will be allowed to work out without the required 9ROUND hand-wraps and gloves.

**DESCRIPTION OF SERVICES; HOURS OF ACCESS.** This Agreement entitles you to access the 9ROUND facilities and services during normal business hours, which will be posted at each 9ROUND location, and to 9RoundNOW. 9ROUND reserves the right to revise its list of available equipment and services at any time for any reason; 9ROUND equipment may include light weights, kettle bells, jump ropes, punching bags and medicine balls. A 9ROUND workout involves a member transitioning between nine different exercise stations in a circuit-type format. Each station exercise lasts three minutes, followed by a 30-second transition and rest period. A bell will sound each time a member should transition to the next exercise station. Specific exercises and/or equipment at each circuit station are subject to change. 9ROUND does not offer individual or group "training classes," although a 9ROUND trainer (employee) will be present at all times during normal business hours to offer encouragement and instruction when necessary. All 9ROUND workouts are subject to exercise station availability. Members are encouraged to do only one 9ROUND circuit per visit.

**MINIMUM AGE REQUIREMENT.** The minimum age for 9ROUND membership is ten (10) years old. Minors under the age of eighteen (18) are required to obtain the consent of a parent or legal guardian, who must sign this Agreement and remain responsible for all fees and other charges. Minors under the age of fifteen (15) must have a parent or legal guardian present at all times during the 9ROUND workout.

**IMAGE USE.** You understand that while on 9ROUND premises, your, or your minor child's image (including live or recorded video images), may be used or shown on the 9ROUND website or social media outlets (Facebook, Instagram, YouTube, etc.), and that by entering the premises you consent to the use of these images.

**NON-DISCRIMINATION.** 9ROUND represents that it will not discriminate against any person because of sex, race, creed, age, color, origin, sexual orientation, or ancestry in considering applications for memberships.

**MEMBERSHIP TERMINATION.** We reserve the right to terminate your membership for any reason not expressly prohibited by law. In the event of termination, we will notify you in person or send you a written notice of termination to your address on file, and refund you any unused prepaid dues.

**ENTIRE AGREEMENT.** Verbal agreements with a 9ROUND employee will not be accepted as valid. Only this Agreement, and all rules and regulations of 9ROUND, as revised from time to time, constitute the entire and exclusive agreement between you and 9ROUND, and supersede all prior written and/or oral promises, representations, understandings and/or agreements relating to this membership purchase.

**INVALID PROVISIONS.** If any part of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will be valid and enforceable.

**GOVERNING LAW.** This Agreement shall be interpreted under the laws of the Province in which you execute this Agreement.

**LIMITED LIABILITY.** Unless prohibited by local law, any award by a court or arbitrator is limited to actual compensatory damages. Neither a court nor an arbitrator can award either party any indirect, special,

incidental or consequential damages, even if one party told the other party that they might suffer these damages.

**CONSENT TO CONTACT.** By signing below, you are giving 9ROUND and its authorized vendors express written consent to contact you at the wireless number provided for any matter related to your account, including collection of monies owed, alerts and/or notices regarding your purchased services, and promotions that may be of interest to you. You acknowledge that calls or text messages sent to your mobile phone device may be generated using an autodialing system, and that standard text rates apply. Your consent is not a condition of purchase. You may revoke your consent at any time.

**I AGREE TO THE TERMS OF THIS AGREEMENT**

**Buyer's Acceptance:** (electronic signature) 3.138.121.79 **Date Signed and Accepted:** Nov 21, 2024

**COSIGNER** (ONLY NEEDED IF MEMBER IS A MINOR OR THERE WILL BE A FINANCIAL CO-SIGNER ON THE ACCOUNT)

**PARENT/GUARDIAN.** On behalf of my minor child and myself, I agree to all of the provisions of this Agreement, including the provision titled "Release of Liability; Assumption of Risk; Indemnity." I promise to pay any financial obligation that my minor child does not pay for any reason. I understand that my obligations can only end if the Member/guardian properly terminates this Agreement. I expressly agree to the Authorization for Preauthorized Payments described above.

**FINANCIAL COSIGNER.** I promise to pay any financial obligation that the Member/Buyer does not pay for any reason. I also agree to indemnify 9ROUND to the fullest extent permitted by law for any claim brought against 9ROUND by the Member (or Buyer, if different from Member). I understand that my obligations can only end if the Member/Buyer properly terminates this Agreement. I expressly agree to the Authorization for Preauthorized Payments described above.

**Cosigner/Parent/Guardian Acceptance:** (electronic signature) 3.138.121.79 **Date Signed and Accepted:** Nov 21, 2024