The below Policies apply to all Members, Program Participants and Guests of the McMaster Innovation Park Fitness Facility. Violation of the Policies set out below may result in the revoking of your membership and/or participation rights by McMaster Innovation Park and/or its associated staff.

1. This agreement is entered into by the member and the McMaster Innovation Park (MIP), legally First Longwood Innovation Trust Corporation.

2. McMaster Innovation Park is located at: 175 Longwood Rd South, Hamilton ON L8P 0A1, and may be contacted by phone at 905-667-5500, by fax at 905-667-5501, by email to fitness@mcmasterinnovationpark.ca, or by visiting the MIP website at www.mcmasterinnovationpark.ca. The Membership Office is located in Suite 105, on the main level. The MIP Fitness Facility is located in Suite B10 on the lower level.

3. This agreement is valid for the length of membership and payment terms decided upon by the member and indicated on the web-based sign up page.

4. The member agrees to the renewal of this agreement and all waivers & policies contained within by making future payments for the same services, or by choosing the automated payment option presented on the web-based sign up page.

5. Children under the age of 16 are not permitted access to the MIP Fitness Facility. Children between the ages of 16 and 18 may only purchase a membership with parental consent.

6. Termination of this agreement may occur at any time by the member by requesting cancellation of your membership via your online account. Upon receipt of a notice to terminate, for all automatically renewed accounts, MIP shall proceed to cancel all access and any further payments as of the last day of the calendar month the termination notice is given in. Those members using a prepaid membership simply need not make future payments and the agreement will be considered terminated. For prepaid membership agreements beyond the calendar month, access will terminate at the end of the calendar month the notice to terminate was given in, and a refund will be issued for any unused months via the payment method deemed most suitable by MIP (original payment method or cheque to terminating member).

7. Hours of Operation; 24 hours per day, 7 days per week, or a time period within these parameters, to those with active memberships that are in good financial standing based on the membership option chosen.

8. It is recommended that you consult with your family physician before using the fitness equipment or starting an exercise program.

9. You will be required to show proof of ID and sign and return the following forms before your membership may commence or you participate in any programming hosted by MIP: a. Waiver, Release, and Assumption of Risk Form, b. Agreement Policies Form, and c. a Par-Q Form. If you are between the ages of 16 and 18, a legal guardian must co-sign these forms.

10. If you have any of the following physical conditions, it is suggested that you have Medical Clearance and a Physician’s Consent Form or Par-Med X Form completed prior to participation: a. Hypertension (>145/95 mm Hg); b. Hyperlipidemia (cholesterol >220 mg/dl or a total cholesterol-to-HDL ratio of >5.0); c. Diabetes; d. Family history of heart disease prior to age 60; e. Smoking; f. Abnormal resting EKG; g. Any other condition that a physician may deem to present a risk to your health, were you to participate in a fitness evaluation or program.

11. 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 MIP 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.

12. To cancel this agreement, you must give notice of cancellation to MIP, by requesting cancellation of your membership on your online account.

13. The MIP Fitness Facility is supervised only during the advertised staff hours. Every effort is made to have this information posted in the MIP Fitness Facility as well as available online. You may contact the MIP Office at any time for the most up to date staffing hours.

14. MIP will not be responsible for personal injury resulting from the use of the MIP Fitness Facility or its equipment. Members must use equipment safely and in the manner for which it is intended only. Members must not put themselves at risk unnecessarily.

15. Guests are welcome to use the MIP Fitness Facility on an occasional basis but must be accompanied by a Member with an active account that is in good financial standing at all times. Guests must sign a waiver, and pay a daily use fee of $5.00 +tax,
at the MIP Property Management Office (suite 105 in the Atrium@MIP building) between the hours of 8:30 am and 4:00 pm Monday to Friday.

16. MIP Fitness Facility Member privileges are non-transferable. If a non-member is found fraudulently using access privileges, the individual may lose all current and future guest privileges. Any member found to be willingly enabling the non-member to use the MIP Fitness Facility fraudulently may also lose all current and future access privileges.

17. MIP Fitness Facility users may apply a lock to the locker of their choice on a day use basis only. When the Member departs the Facility after their workout the lock and all personal items will be removed. MIP reserves the right to remove locks from unauthorized lockers if left over night. All items found in an unauthorized overnight locker will be secured by MIP staff for a period of 30 days. A $20.00 +tax Penalty Fee will apply to retrieve seized items. MIP is not responsible for lost, damaged or stolen personal property.

18. The equipment is for the use of all MIP Fitness Facility Members and it is important and necessary to share the resources as needed. During peak hours please respect all users wishes for time on the equipment and limit use of cardio equipment to 30 minutes, and allow fellow members to work in on sets.

19. Respect for the fitness equipment available to all members is expected at all times. Any abuse of the equipment resulting in the need for repairs or replacement will be the responsibility of the abuser.

20. All Members using the MIP Fitness Facility must do so in a hygienic manner. Members will not use equipment or change room facilities if they knowingly have a communicable disease or any open injuries/sores that could affect others.

21. It is important that participants wear appropriate clothing and foot wear when using the MIP Fitness Facility. Outdoor and/or street shoes are NOT permitted in the fitness area.

22. Inappropriate behavior such as swearing, physical or verbal abuse will result in the loss of all current and future access privileges. Respect for fellow members and their right to enjoy their workout is a must at all times.

23. MIP will be responsible for the overall cleanliness and cleaning of the facility, however users are required to clean up after themselves after using each piece of equipment. This includes returning equipment to it proper place, as well as wiping all equipment as needed. Materials are provided for this purpose.

24. MIP reserves the right to restrict access to the MIP Fitness Facility to any specific user, for any reason whatsoever.

I have read, understand and acknowledge the information outlined above and agree to these rules and regulations.

______________________________  _________________________________
Member Signature          Date

______________________________  _________________________________
Signature of Legal Guardian (if applicable)  Date

______________________________  _________________________________
MIP Employee Signature  Date