Epic Investment Services Inc.
10250 101 Street NW
Edmonton, AB T5J 3P4

T 587.404.3405
epicinvestmentservices.com

Membership Agreement

Term: This agreement does not have a set term.

Payment: There are no fees.

Membership Cancellation: The member may cancel this membership at any time by providing notice in writing to Albari Holdings Ltd through their duly authorized agent Epic Investment Services (Alberta) Inc..

Code of Conduct and Rules: The member agrees to abide by the code of conduct and rules of the fitness centre and any amendments which may be enacted hereinafter. Please see the Code of Conduct and Rules in this package.

Informed Consent: The member is required to read and sign the Informed Agreement which is attached as part of this Membership Agreement.

Liability and Release: By use of the facilities and signing below the member agrees as follows: I, for myself, my heirs, executors, and administrators, and any person or party claiming by, through or under any of them:

release and forever discharge the Fitness Centre, HSG Health Systems Group Limited., Albari Holdings Ltd., Epic Investment Services (Alberta) Inc., and each of their successors and assigns and each of their subsidiaries, affiliates, partners, directors, officers, employees, agents, member instructors and independent contractors (collectively called the "Released Parties") from any claims, actions, costs, expenses and demands in respect of death, injury, loss or damage to my person or property (including without limitation, under the Occupiers' Liability Act) wherever or however caused, including, without limitation, the negligence of one or more of the Released Parties, arising out of or in connection with the use or intended use of the Fitness Centre or the Activities (collectively, a "Claim"): and agree to hold harmless and indemnify the Released Parties for any and all Claims made against the Released Parties by any person.

Privacy: Epic Investment Services (Alberta) Inc. is committed to protecting personal information by following responsible information handling practices in accordance with the provisions of the Personal Information Protection Act (PIPA) of Alberta. The member hereby gives permission for HSG or Epic Investment Services (Alberta) Inc. or its nominees, associates, and affiliates or their employees, to collect any personal information contained in this document, maintain personal information already on file and to collect further personal information only for the purposes of establishing and maintaining communications with the member by mail, telephone and/or email in respect of their Fitness Centre membership.

In signing this agreement, I acknowledge having reviewed all components of this membership package including the Agreement; Informed Consent; and Code of Conduct.

Member Signature*: Date*:

Informed Consent and Agreement and Release Form

Date:

Thank you for choosing to use the activities, facilities, programs or services of the Fitness Centre. We request your understanding and cooperation in maintaining your safety and health by reading and signing the following INFORMED CONSENT AND AGREEMENT AND RELEASE FORM.

I, (PLEASE PRINT) declare that I intend to use some or all of the activities, facilities, programs and services (hereinafter called “Activities”) offered by the Fitness Centre. I assume full responsibility for my health and well-being during and after my participation in such Activities and for my choices to use or apply at my own risk any portion of the information or instruction I receive.

I understand that part of the risk involved in undertaking any of the Activities is relative to my own state of fitness or health (physical, mental or emotional) and to the awareness, care and skill with which I conduct myself in any of the Activities of the Fitness Centre. In addition, I understand that I am free to withdraw from, reduce or modify my involvement in any of the Activities and I realize that I should do so on recognition of any signs of physical discomfort, which may include: lightheadedness, fainting, chest pain or discomfort, leg cramps, nausea, etc.

I, for myself, my heirs, executors, and administrators, release and forever discharge Fitness Centre, HSG Health Systems Group Ltd., Epic Investment Services (Alberta) Inc., Albari Holdings Ltd. and each of their successors and assigns and each of their affiliates, directors, officers, employees, agents, member instructors and independent contractors (collectively called the “Released Parties”) from any claims, actions, costs, expenses and demands in respect of death, injury, loss or damage to my person or property (including without limitation, under the Occupiers’ Liability Act) wherever or however caused, including, without limitation, the negligence of one or more of the Released Parties, arising out of or in connection with the use or intended use of Fitness Centre.

I consent to taking all of the above noted and other risks by VOLUNTARILY PARTICIPATING in all and any fitness programs, which may or may not be designed and implemented by a qualified fitness consultant employed by Fitness Centre: (PLEASE INITIAL).

I declare that I have read, understood and agree to the contents of this INFORMED CONSENT AGREEMENT & RELEASE FORM in its entirety, and I have signed it voluntarily.

Member Signature:

Witness:

Date:

Code of Conduct and Rules

The Fitness Centre has been designed to offer all tenants the opportunity to participate in fitness and wellness activities that are enjoyable and beneficial to their health. In order to promote these objectives, the facility must be shared by all members, with a view to ensuring that members consider the impact of their actions upon others using the facility. While much of this information is “common sense” to most of us, some codes may differ from other fitness facilities that you may have frequented in the past.

Members are expected to behave in a responsible manner that is consistent with this Code of Conduct and WILL:

- comply with the Fitness Centre hours of operation (5:00 a.m. – 10:00pm, Monday Friday) and will vacate the facility, including locker rooms, no later than midnight (gym floor closes at 9:45 p.m.). Weekends and holidays the facility hours of operation will be 9:00 a.m. – 5:00 p.m. and will vacate the facility, including locker room no later than 5:00 p.m. (gym floor closes at 4:45 p.m.).
- keep safety in mind at all times
- consult with fitness staff, if unfamiliar with the equipment, or safe exercise principles
- ask another member to “spot” them, if performing heavy lifts (fitness staff will not usually “spot” members, however, Personal Trainers will)
- allow others to “work in” with them, when performing multiple sets on a machine or bench (everyone has limited time to exercise and the equipment must be shared by all)
- be courteous and respectful in dealings with other members and staff; verbal or physical abuse will not be tolerated
- treat Fitness Centre property and equipment in a proper manner to avoid damage or injury
- avoid the use of profanity or other inappropriate language while on the premises
- deposit their soiled towels into the bins provided, and NOT leave towels on the benches or counters
- avoid using scents or perfumes, that may cause discomfort to others with allergies
- spray down their machines/benches, if it is obvious that they have perspired on (or otherwise soiled)
- wear appropriate fitness clothing and launder their clothing prior to each workout; shoes are mandatory (except for some yoga/Pilates mat workouts)
- contact staff on duty, if they wish to show/tour a co-worker, or new hire, through the facility (it is preferable that fitness staff conduct the tour, at their discretion)

Members will NOT:

- wear “outdoor” or open-toe shoes in the facility, regardless of whether the member feels that they are sufficiently clean or safe to warrant usage
- drop dumbbells, barbells or other equipment, which could cause damage or injury, or disrupt other members unnecessarily
- use hand chalk or other products that leave a residue on the equipment
- shave in the showers
- interrupt classes while they are in session (please try to arrive on time, or at least within the first five minutes of the class)
- attempt to “train” or instruct other members, whether pre-arranged or unplanned, regardless of whether the member feels that they have sufficient knowledge to do so (only HSG staff are permitted to train members)
- consume food or beverages except for water or sports drinks in a closed container

- attempt to bring a non-member onto the premises for the purposes of exercising or using the locker rooms (this facility is for the use of members only)
- attempt to bring in an outside Personal Trainer or class instructor or other therapist
- use the facility while under the influence of alcohol or drugs
- commit theft or other illegal actions
- use a cell phone inside the locker room
- store any personal items in the lockers overnight. Locks must be removed after each use of the locker, and locks left on will be cut and items will be added to the lost and found and donated if not claimed.

Members who do not comply with this Code of Conduct or the Rules of Membership will be given a warning and/or may be asked to leave the premises, and/or may have their membership privileges suspended or cancelled.

Member Signature*: Date: