

January 19, 2023



2023 Thrive Fitness Centre Consent and Liability Waiver Form

In order to use the fitness equipment and gym space of the Thrive Workout Facility, I hereby certify, covenant and agree as follows:

1. I agree to NOT attend the facility if
 - a. I have tested positive or have had close contact with a person who has tested positive for COVID-19
 - b. I have a fever, cough, sore throat, runny nose, shortness of breath, or other COVID-19 symptoms.
 - c. I am returning from travel outside of the country in the last 14 days.

Initial _____
2. I have agreed to purchase a membership for Thrive which operates on a first-come-first-serve basis and allows me to access the facility at any time. As such, you are aware that there will be no supervision, assistance, staffing or phone on site. Even though this facility is equipped with surveillance cameras, it is likely that should you require immediate assistance, none will be provided. The Town of Bassano HIGHLY recommends that you tell a friend or family member that you will be using the facility, but it is entirely up to you.

Initial _____
3. I agree that if I engage in any physical exercise or activity or use any Thrive amenity I do so entirely at my own risk. I am voluntarily participating in the use of this facility and assume all risks of injury, illness, or death. I agree that the Town of Bassano is also not responsible for any loss of my personal property. This waiver and release of liability includes, without limitation, all injuries which may occur, regardless of negligence, as a result of; (a) my use of all amenities and equipment in the facility, (b) the sudden and unforeseen malfunctioning of any equipment, and (c) my slipping and /or falling while in the club premises, including adjacent sidewalks and parking areas.

Initial _____
4. I agree all membership dues must be paid in advance and understand fees are non-refundable or transferable.

Initial _____
5. I agree access to Thrive is only to be given to approved Thrive members by the Town and giving the door code out will result in immediate forfeiture of my membership without refund.

Initial _____
6. I agree to treat Thrive with reasonable care by taking precautions such as removing outdoor footwear prior to using exercise equipment, wiping down equipment, putting away equipment upon completion of use, and ensuring no equipment is removed from Thrive. I will not use any equipment which appears to be out of working order and I will notify the Town of Bassano of any equipment I feel is out of working order.

Initial _____
7. I agree that I will fully comply with the posted Rules and Regulations as they are amended from time to time. Any violations of the Rules and Regulations may result in my exclusion from the facility. Thrive reserves the right to rescind the rights of members not complying with the terms.

Initial _____
8. Due to fluctuating COVID-19 public health measures, rules and facility access may change. I agree to follow all rules (current and future) when using the facility.

Initial _____
9. I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge Thrive, and all affiliates (The Town of Bassano), employees,

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agents, representatives, successors, or assigns, from any and all claims or causes of action. I agree to voluntarily give up or waive any right that I may otherwise have to bring legal action against the Thrive for negligence, personal injury or property damage. I acknowledge that Thrive does not make any representations or warranties about the condition of the equipment.

Initial _____

Please note: If a Thrive member is under 18 years of age the member must have parental consent. The parent of guardian will be required to agree to and sign the above terms as well as the underage user.

Membership Type

	1 Year	\$226.25
	3 Months	\$68.25
	1 Month	\$31.50
	Drop -in	\$5.25

Date: _____

Member Name: _____

Home Phone: _____

Cell Phone: _____

Email: _____

I am over 18 years old. (please check if applicable)

Signature: _____

The Password for Thrive will be changed on a random basis. New passwords will be sent out by text or email once updated. Please indicate if you prefer to receive the Thrive code via text or email, **it is no longer an option to receive calls with updated codes.**

Text

Email

Minor Waiver

I am the parent of guardian of someone under 18 years of age who wishes to access the Thrive Gym and I give my consent for them to access Thrive. I understand I am assuming full liability on behalf on the minor individual.

Name: _____

Phone: _____

Relationship: _____

Signature: _____

OFFICE USE ONLY

Membership Expires on: _____

Contact Member via:

TEXT

or

EMAIL

Member contact info: _____

Member added to Active Members list?