

**Completed waivers must be returned prior to entry and use of the Organization’s facilities.**

By digitally signing, the Participant (named in form) and/or the Participant’s Guardian understands and acknowledges, the risks, dangers, and hazards which are inherent on entering all lands, properties, facilities, structures, installations, vehicles or equipment owned, leased, operated or otherwise controlled by the Organization (the “Premises”), which risks include, but are not limited to: the potential for bodily injury or illness (including contraction of COVID-19); contact or interaction with others who may have been exposed to COVID-19; close proximity to or contact with surfaces, equipment, fixtures, or other objects that, despite the Organization’s efforts, may be infected with COVID-19 or other communicable illnesses; permanent disability, paralysis, or loss of life; collision with natural or manmade objects; tripping hazards; imperfect venue or field of play conditions; equipment failure; participants of varying skill levels; the negligent use of the Premises by others; inadequate safety measures or unsafe Premises; other circumstances known, unknown or beyond the control of the Organization, Boxing Canada / the Canadian Amateur Boxing Association Inc., Boxing Ontario and all of their partners, sponsors, agents, affiliates, directors, employees, officers, therapists, or volunteers (together, the “Releasees”); or negligence or omission of the Releasees (collectively, the “Risks”).

In consideration for allowing the Participant to use the Premises, the Participant and/or the Participant’s Guardian: (a) release, discharge and forever hold harmless the Releasees from any and all liability for damages or loss arising as a result of the Risks arising from entry into or use of the Premises; (b) waive any right to sue the Releasees in respect of all causes of action (including for injuries or illness caused by their own negligence), claims, damages or losses of any kind that may arise as a result of the Risks or in connection with entry into or use of the Premises, including without limitation the right to make a third party claim or claim over against the Releasees arising from the same; and (c) freely assumes all risks associated with the Risks or anything incidental to the Risks, which may arise as a result of or in connection with use of the Premises.

**YOU ARE GIVING UP LEGAL RIGHTS TO ANY AND ALL FUTURE CLAIMS AGAINST THE ORGANIZATION AND RELEASEES.**

I confirm that I have read and fully understand this waiver and release of liability. I sign this waiver and release of liability voluntarily without any inducement, assurance, or warranty being made to me.

**GENERAL CONDITIONS – APPLY TO ALL SERVICES**

**CONDITION 1:** Participant (named in form) and/or the Participant's Guardian agrees to comply fully with the conditions of this contract.

**CONDITION 2:** Payment must be received in advance of Participant (named in form) and/or the Participant's Guardian receiving any services.

**CONDITION 3:** Only the Participant (named in form) may use the Memberships/Classes/Sessions purchased. No services are interchangeable.

**CONDITION 4:** Coaches, trainers and scheduled times are subject to change.

**CONDITION 5:** Corcoran's Boxing and Fitness reserves the right to revoke access to any Participant (named in form) and/or the Participant's Guardian who willfully violates the law and or rules on the property, or off the property in the name of the club. Should an extreme situation such as this arise, the Client/Buyer/buyer will forfeit all Membership privileges and all dues paid.

## **MEMBERSHIP CONDITIONS – APPLY TO ALL MEMBERSHIPS**

**CONDITION 6:** Monthly packages. Participants are required to agree to a 3-month contract. Regardless of attendance Participant (named in form) and/or the Participant's Guardian will be billed for each month.

**CONDITION 7:** Participant (named in form) and/or the Participant's Guardian agrees to pay the monthly amount stated on this contract by credit card via wellness living, cheque, cash, or e-transfer. Payment will be debited monthly on the same day each month. **CONDITION 10B:** Client/Buyer agrees to pay the amount stated in this contract.

**CONDITION 8:** Membership Cancellation – Once the three-month contract has been fulfilled, it is the responsibility of the Participant (named in form) and/or the Participant's Guardian to provide written cancellation notice 30 (thirty) days prior to the desired cancellation date. Once cancellation notice has been received by management, the Client/Buyer will receive a signed and dated cancellation receipt from the manager.

## **PACKAGE CONDITIONS – APPLY TO ALL FITNESS: SMALL GROUP AND PRIVATE TRAINING PACKAGES**

**CONDITION 9:** For personal training: Cancellations within 24 hrs of the booked session will result in a full charge for the session(or count as a session if there is a package of sessions) . For small group training: if one individual cannot make a session, they will forfeit that session. The group must collectively cancel, cancellations within 24 hours of the booked session will result in a full charge for the session (or count as a session if there is a package in place).

If you sign up for a class and cannot make it, canceling your reservation through your account allows someone on the waitlist to take your spot. If you are unsure that you have correctly canceled your appointment or class reservation, please email: corcoranboxing@gmail.com

**CONDITION 10:** Unless stated otherwise by authorized management, Participant (named in form) and/or the Participant's Guardian agrees to pay the amount in full at time of contract signing.

**CONDITION 11:** Unless stated otherwise by authorized management, all fitness packages must be used and completed within 6 months of the purchase date by the Participant (named in form) and/or the Participant's Guardian.

## **CORCORANS BOXING AND FITNESS REFUND POLICY – APPLY TO ALL FITNESS AND PRIVATE TRAINING PACKAGES**

Any packages purchased remain active for 6 months before expiring. Corcoran's Boxing Club offers 'make-up' options for missed appointments and sessions, which may be arranged in advance. However, if you are unable to utilize this option due to unforeseen circumstances, please see the *Refund Policy* below.

### **Corcoran's Boxing Club Refund Policy**

**CONDITION 16:** Any equipment sales are final.

**CONDITION 17:** Unused services due to unforeseen circumstances will be subject to refund upon the club's discretion. Member/participant will be refunded 80 percent of original rate as it is subject to a 20 percent administrative fee.

**Condition 18:** Boxing Memberships are non-refundable and missed classes cannot be made up. Unforeseen circumstances will be taken into consideration at Corcoran's Boxing discretion.