

Please take the time to read and understand the terms and conditions set out below (the “**Terms and Conditions**”) prior to booking a training session, making any purchase or participating in any of the services offered by Yard Athletics Inc. (the “**Yard**”, “**us**”, “**we**” or “**our**”).

1. Our Contract

These Terms and Conditions govern your relationship with the Yard, including, but not limited to, your use of the Yard website www.yardathletics.ca (the “**Website**”), your purchase of Yard training sessions or other services offered by the Yard, your rights to cancel your purchase of training sessions or other services, your registration for training sessions, your purchase of merchandise, your communication with the Yard, and your use of and attendance at the Yard’s facilities. By accessing the Website or booking a training session through the MindBody App, the Website or directly through one of our staff, or purchasing or participating in any of the services offered by Yard, you are deemed to have agreed to these Terms and Conditions (which, in addition to the Assumption of Risks, Waiver and Release of Claims Agreement, constitutes the entire agreement between you and the Yard) and your booking will be accepted by us on this basis.

WE RESERVE THE RIGHT TO MODIFY THESE TERMS AND CONDITIONS AT ANY TIME. SUCH MODIFIED TERMS AND CONDITIONS WILL BECOME EFFECTIVE UPON OUR POSTING SUCH TERMS AND CONDITIONS TO THE WEBSITE. YOUR CONTINUED USE OF THE WEBSITE AND/OR THE YARD’S SERVICES AFTER SUCH A MODIFICATION HAS BEEN POSTED SHALL BE DEEMED TO CONSTITUTE ACCEPTANCE BY YOU OF ANY SUCH MODIFIED TERMS AND CONDITIONS. IT IS YOUR OBLIGATION TO REVIEW THESE TERMS AND CONDITIONS AND TO BECOME AWARE OF ANY MODIFICATIONS.

These Terms and Conditions incorporate by reference our Privacy Policy (available for viewing on the Website), which we may also amend from time to time in the future.

2. Minors Policy

If you are under the age of majority in your home jurisdiction, you may only use the Website under the supervision of a parent or guardian, and you may only register for training sessions if your parent or guardian does so on your behalf. Yard does not accept online bookings or other purchases made by minors, and by visiting this Website and purchasing training sessions and generally participating in the services offered by the Yard, you represent and warrant that that (i) you are either (A) 18 years of age or older, or (B) supervised by your parent or guardian, and that (ii) either (A) you, or (B) your supervising parent or guardian, as applicable, have the right, authority and capacity to agree to and abide by these Terms and Conditions; and (iii) you will use the Website in a manner consistent with any and all applicable laws and regulations.

3. Appropriate Behaviour; Termination of Services

Our training sessions are run by certified fitness professionals whose mandate is to ensure that all of our clients are provided with a safe, positive and rewarding experience. At all times, you shall behave in a respectful manner towards other individuals and staff while at our facilities, and comply with all verbal instructions given to you by our trainers, as well as stated and customary terms, posted safety signs and rules. If any of our trainers determine (in his or her sole discretion) that your behaviour is causing or is likely to cause harm, distress, danger or annoyance to any other individuals (including, but not limited to, clients and staff) at our facilities, or damage to property, the trainer may direct you to leave our facilities immediately, and we reserve the right to terminate your training session immediately, with no right of refund. We may also elect to deny you future access to the Yard's facilities and the opportunity to participate in any future training sessions. You may be required to pay for loss and/or damage caused by your actions.

In addition to the above, we may, in our sole discretion, terminate or suspend your access to all or part of the Website or the services we offer at any time, with or without notice, for any reason, including, without limitation, breach of these Terms and Conditions. Without limiting the generality of the foregoing, any fraudulent, abusive, or otherwise illegal activity that may otherwise affect the enjoyment of the services offered by the Yard may be grounds for termination of your access to all or part of the such services at our sole discretion, and you may be referred to appropriate law enforcement agencies. After your access to our services is terminated for any reason, all terms of these Terms and Conditions survive such termination, and continue in full force and effect, except for any terms that by their nature expire or are fully satisfied.

4. Reservations and Charges

Your credit/debit card will be charged for your order when you buy training sessions or series of training sessions, not when you book your specific dates. We will not process charges that use an incorrect, expired, or over-the-limit credit card. We will try to contact you if this occurs. If you fail to pay any fees or charges when due, services or privileges may be suspended or terminated. You shall be responsible and liable for any fees, including legal fees and collection costs, that the Yard may incur in its efforts to collect any unpaid balances from you.

5. Client Cancellations

You must inform us of a cancellation of a previously booked training session online through Mindbody in order to be eligible for any refund. Cancellations by email or telephone will be treated on a case-by-case basis, in our sole discretion, subject to the below cancellation fees. A cancellation will only be effective when we receive written confirmation of same. If you provide us with written notice of a cancellation in compliance with the timelines set out below, we will refund the entire purchase price of that particular session within a reasonable time period after we receive your notice of cancellation. You shall have the option to receive the refund either to the original method of payment or as a Yard credit.

The following cancellation fees apply to cancellations we receive in advance of booked training sessions:

Athletic Group Training

- If we do not receive a notice of cancellation from you at least 12 hours prior to a booked training session, you will be charged the full price of that particular training session.

1-on-1 Customized Strength & Conditioning / 2-on-1 Customized Strength & Conditioning

- If we do not receive a notice of cancellation from you at least 24 hours prior to a booked training session, you will be charged the full price of that particular training session.

Please note that if we do not receive a notice of cancellation, and you do not show up for a previously booked session, we will charge you the full fee for that training session. If you leave a training session for any reason after it has commenced and prior to its completion, we will not be obligated to provide any refunds.

6. Expiry Policy

Each of our training sessions available for purchase will expire after a certain period of time, which time periods are set out below. If you purchase any of our training sessions or packages and do not book a training session or otherwise utilize them prior to the expiry dates set out below, these purchases will expire and we will not be obligated to offer you a refund for any payments we’ve received.

Type of Session	Expiry Date
<i>Athletic Group Training</i>	
Single	4 weeks following the date of purchase
5 Session Pass	16 weeks following the date of purchase –
10 Session Pass	24 weeks following the date of purchase
<i>1-on-1 Strength & Conditioning / 2-on-1 Strength & Conditioning</i>	
Single	6 months following the date of purchase
5 Session Pass	6 months following the date of purchase
10 Session Pass	6 months following the date of purchase

Please note that the “gift cards” available for purchase through the Website or the Mindbody App are not subject to the expiry periods set out above. Gift cards never expire and the person that you are giving them to can use his or her gift card(s) to buy training

sessions, merchandise and/or other services as provided in the specific card. Once a training session is purchased using a gift card, however, it will expire, just like any other training session you buy. If you would like to buy a gift card, please click here <https://get.mndbdy.ly/PhhsnkFyA7>.

7. Cancellation by Us

We reserve the right to cancel a training session for any reason upon providing at least 24 hours notice to clients booked into that training session. If we cancel your training session in accordance with the above, you can transfer amounts paid to an alternate available training session or receive a full refund. We may cancel a training session at any time prior to commencement if, due to terrorism, natural disasters, political instability, epidemics/pandemics or other external events, it is not viable for us to carry out the scheduled training session or if we perceive there to be a risk of harm, in our sole discretion. In circumstances where the cancellation is due to external events outside of our reasonable control, such as during a pandemic or other issue that could reasonably detrimentally impact the health and safety of our clients and staff, you will receive a credit towards a future training session, however refunds will not be permitted.

8. Age & Health Requirements

We try our best to cater our training sessions to the particular fitness and strength and other capabilities of each of our clients. Nonetheless, we remind you that training sessions at the Yard can be physically demanding and clients must ensure that they are suitably fit and healthy to allow for full participation. You are required to complete the “PAR-Q and YOU” questionnaire prior to participating in our training sessions, and you represent and warrant to Yard that you have completed the questionnaire honestly and to the best of your knowledge. We are able to provide details on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice prior to participating in any of our training sessions.

We will not be obligated to provide you with a refund if you are unable to complete a training session due to your health, fitness or other physical limitations.

9. Photos, Video and Marketing

You consent to us using images of you taken during training sessions for social media, advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.

10. Privacy Policy

Any personal information that we collect about you will be treated in accordance with our Privacy Policy (available for viewing on our Website).

11. Third Party Links and Websites

The Yard has not reviewed all the sites linked to the Website, and is not responsible for the content or any off-site pages or other linked third party sites. Although a third party website and/or app may contain Yard logos, advertising or other content, please understand that it is independent from the Yard, and that the Yard has no control over the content of that website and/or app. Accessing third party websites and/or apps from the Website is at your own risk. These links do not imply endorsement of, sponsorship of, or affiliation with the Yard.

12. Intellectual Property Rights

All material available on the Website and all material and services provided by or through the Yard, its affiliates, subsidiaries, employees, agents, licensors or other commercial partners including, but not limited to, software, all informational text, software documentation, design of and “look and feel”, layout, photographs, graphics, audio, video, messages, interactive and instant messaging, design and functions, files, documents, images, or other materials, whether publicly posted or privately transmitted, as well as all derivative works thereof (collectively, the “**Materials**”), are owned by us or our licensors or service providers, and are protected by copyright, trademark, trade secret and other intellectual property laws.

Subject to your compliance with these Terms and Conditions, the Yard grants to you a non-transferable, non-sublicensable, non-exclusive, revocable right to access and use the Materials that we make available to you through the Website or otherwise for the limited purpose of accessing and using the Yard’s services.

All of the Yard’s trademarks, service marks, trade dress, trade names, brand names, logos and domain names, whether registered or unregistered, including all goodwill in connection therewith (the “**Trademarks**”), are owned by us. You may not use the Trademarks without our prior written consent.

If we, in our sole discretion and without notice, consider that there is an immediate security or operational risk to the services we offer, or any of our, your or a third party’s system, then the Yard may immediately suspend access to or use of the services we offer. The suspension of use and access is not a breach of these Terms and Conditions. You acknowledge that the preservation of security, confidentiality and data is paramount. The Yard has no liability to you for suspending the services it offers under this provision.

You agree that any ideas, suggestions, concepts, processes or techniques which you provide to us related to the services the Yard offers, the Website or the Yard or its business (“**Feedback**”) are and shall be the Yard’s exclusive property without any compensation or other consideration payable to you by the Yard, and you do so of your own free will and volition. We may or may not, in our sole discretion, use or incorporate the Feedback in whatever form or derivative we may decide into the Website, its software, our services, documentation, business or other products, or any future versions or

derivatives of the foregoing. You hereby assign all rights on a worldwide basis in perpetuity to the Yard in any Feedback and, as applicable, waive any moral rights.

For the purposes of these Terms and Conditions and the Privacy Policy, “personal information” is any information about an identifiable individual, as defined in our Privacy Policy.

The Yard retains the right to use or share any Aggregated Data generated by anyone using our Website, including our users, for the purpose of enhancing and better providing the Services. “Aggregated Data” means data which does not contain personal information and which has been manipulated or combined to provide generalized, anonymous information.

The Yard does not sell information about our customers to third parties.

13. Severability

In the event that any term or condition contained in these Terms and Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

14. Applicable Law

These Terms and Conditions and all disputes connected with or related to them, including but not limited to related claims in tort, equity or otherwise, shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflict of laws principles. Each of the parties irrevocably and unconditionally accepts and submits to the exclusive jurisdiction of the courts of the Province of British Columbia and the City of Vancouver for all disputes. You waive any objection based on venue or forum non conveniens with respect to any claim arising under these Terms and Conditions, whether now existing or hereafter arising and whether in contract, tort, equity or otherwise.

15. Waiver of Jury Trial and Class Action Rights

WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATED TO THE YARD WEBSITE, THE SERVICES OFFERED BY YARD, AND/OR THESE TERMS AND CONDITIONS: (I) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND (II) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT INCLUDING BUT NOT LIMITED TO CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

16. Registered Address

1510-999 West Hastings Street
Vancouver, BC
V6C 2W2

Please direct all general inquiries to:

307 West Pender
Vancouver, BC
V6B 1T3

Attention: Ilan Cumberbirch
Tel: (778) 874-1073
Email: info@yardathletics.ca