



BODY BEYOND LIMITS MEMBERSHIP AGREEMENT

TERMS AND CONDITIONS

MEMBERSHIPS & FEES

All membership fees and schedules are subject to change. Membership fees are payable monthly, fortnightly or weekly and can be paid either by direct debit or by credit card. A late payment/declined payment will result in a \$10 additional charge. Multiple consecutive payment issues will result in suspension of membership. Your membership is Ongoing, it is a periodic agreement that will continue after the Minimum Term until either you or we terminate it in person. Memberships are cancellable by filling in the cancellation form and by paying the applicable cancellation fees for that particular membership. You understand the minimum contract term and a cancellation Fee of \$200.00 for gym only membership and \$300 for unlimited access and group fitness memberships will be required to be paid if you are cancelling this contract before your contract date expires. 30 days' notice must be given in person before action is taken prior to membership cancellation. In the event where your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as if the debt is collected in full, including payment in full of any outstanding contract amount, commission on collection of the additional costs and also including legal demand costs.

SUSPENSION: To suspend your membership is to freeze your membership. Up to 6 weeks can be taken per contract term for holidays. The time requested accumulates and is added to the length of your membership. No more time will be suspended without a doctor's certificate. **In case of medical issue:** A doctor's certificate clearly stating the expected healing time is required.

7 DAY TRIAL: By commencing a 7 day trial you agree that unless you explicitly tell us otherwise on or before the end of the 7 day term, your membership will be converted to a paying 13.60 one year Gym membership beginning the week following the date the 7 day trial ends. Further, you agree that by telling us either by text OR email the membership type you wish to undertake before the trial ends or within the first week of the trial ending that Body Beyond Limits have full permission to change you from a 7 day trial to your nominated membership and you will be bound by the terms and conditions of your nominated membership.

PERSONAL TRAINING

Personal training fees can be purchased as individual sessions or in blocks. Bootcamp sessions will require an additional payment unless an unlimited membership contract is signed. In the event a nominated or preferred trainer is unavailable, Body Beyond Limits can at its discretion substitute another trainer to undertake the personal training session.

ACCESS CARD

Members are responsible for their access card. Shared gym access with a non-member will result in forfeiture of membership effective immediately. Replacement access cards will incur a fee of \$10.

CHILDREN UNDER 16 YEARS OF AGE

General membership of the gym is generally not available to children under the age of 16 years unless they are in the childcare area.

DRESS AND CONDUCT

All members should dress appropriately. This includes the wearing of a shirt and the use of a towel, please ensure equipment is wiped down after use. No open toed shoes, sandals or thongs are allowed in the exercise area.

Body Beyond Limits respects the health, safety and welfare of each of its members and staff and will not tolerate unreasonable, threatening, obscene, harassing, indecent or illegal behaviour. Body Beyond Limits may, at its discretion, request members and/or their guests to leave the premises. Body Beyond Limits, in addition to its common law rights and remedies, also reserves the right to terminate the membership of any member engaging in unacceptable behaviour.

Members are liable for any damages to Body Beyond Limits property that results from the wilful or negligent conduct of a member, a member's guest, or dependent children.

YOUR PROPERTY

Body Beyond Limits is not responsible for any lost or stolen, stolen or damaged articles. All articles are stored at the members risk.

CONSENT AND RELEASE FOR USE OF PHOTOGRAPHIC AND VIDEO IMAGES

Consent and release for use of Photographic and Video Images All members, unless specifically requesting not to do so in writing, authorise Body Beyond Limits, its directors, employees, contractors or agents, from time to time, without further notice or permission and without payment of any kind to photograph, videotape, and audiotape them for advertising, promotional or instructional purposes.

ACKNOWLEDGEMENT OF RISKS & WAIVER

WARNING - THIS IS AN IMPORTANT DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS AND OBLIGATION. PLEASE READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED THAT YOU UNDERSTAND IT. IF YOU HAVE ANY QUESTIONS PLEASE ASK OUR STAFF.

ACKNOWLEDGEMENT OF RISKS, INJURY AND OBLIGATIONS

I ACKNOWLEDGE that the activity I have voluntarily agreed to undertake is a dangerous activity and that by participating in it I am exposed to certain risks.

The activity includes, cardiovascular exercise, strength and conditioning training, resistance training, weightlifting, boxing and personal training sessions, and other services provided to the participant by Body Beyond Limits

I ACKNOWLEDGE AND UNDERSTAND that whilst participating in such activity:



- I may be injured, physically, emotionally or mentally, or may die.
- My personal property may be lost or damaged.
- Other persons participating in such activity may cause me injury or may damage my property.
- I may cause injury to other persons or damage their property.
- The conditions in which the activity is conducted may vary without warning.
- I may be injured or die or suffer damage to my property as a result of negligence or breach of contract by Body Beyond Limits.
- I assume the risk and responsibility for any injury, death or property damage resulting from my participation in the activity.
- All children are the sole responsibility of the parents/carers when left in the kid's area. Parents/carers must always keep a visual view on and must check on their children as often as required. Body Beyond Limits and our insurance will not cover any injury's. All children can be in direct line of view from the parents safe training area. All parents must remove all rubbish and clean up after their own children.

I FURTHER ACKNOWLEDGE AND UNDERSTAND that whilst participating in such activity:

- I will follow the safety advice, training directions and exercise instructions of the Body Beyond Limits trainers, contractors, agents and volunteers.
- If I feel unwell during training or feel pain and/or discomfort, I will cease participating and immediately advise a trainer.
- If, for any reason, I require first aid or medical assistance, I authorise Body Beyond Limits to seek emergency medical assistance on my behalf with the understanding that I am responsible for all costs incurred.

RELEASE OF LIABILITY AND INDEMNITY TO BODY BEYOND LIMITS

IN CONSIDERATION of the acceptance of my payment for participating in the activity (and except to the extent that the same may be precluded by Law) I AGREE TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against Body Beyond Limits its directors, owners, officers, employees, trainers, contractors, volunteers, and agents, notwithstanding that such claims may arise due to Negligence, breach of contract, or breach of statutory duty.

FURTHER;

- I participate in the activity at my sole risk and responsibility.
- I release, indemnify and hold harmless Body Beyond Limits, its trustees, directors, owners, officers, employees, trainers, contractors, volunteers, and agents, from and against all and any actions or claims which may be made by me, or on my behalf by other parties, arising out of any injury, loss, damage or death caused to me or my personal property whether by negligence, breach of contract or in any other way whatsoever.

I ALSO AGREE THAT in the event that I am injured or my personal property is damaged, I will bring no claim, legal or otherwise against Body Beyond Limits in respect of that injury or damage. This agreement shall be effective and binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

MEDICAL CONDITIONS

I hereby agree that I have informed Body Beyond Limits of my following medical conditions (if any) and hold no claim against Body Beyond Limits in the event of injury or death.