



MEMBERSHIP AGREEMENT BETWEEN :
HEALTH AND ACTIVE GANSBAAI (herein after referred to as "the Gym")

and

Surname: _____

First Name: _____

ID grid and E-mail: _____

Residential Address: _____

Postal Address: _____

Occupation: _____ Employer: _____

TELEPHONE

(H) (W) (C) telephone grid

EMERGENCY CONTACT

Name: _____ Telephone : _____

(herein after referred to as "the Member")

PERSON RESPONSIBLE FOR PAYMENT OF ACCOUNT:

Name and Surname: _____

ID grid and E-mail: _____

TELEPHONE

(H) (W) (C) telephone grid

How did you hear of us? _____

HEALTH QUESTIONAIRE

YES NO

Table with 9 rows of health questions and YES/NO columns.

ON THE FOLLOWING TERMS AND CONDITIONS:

The Member will be entitled to utilize and access the gymnasium facilities of Health & Active ("the Gym") at First Floor, Absa Building, 49Main Road, Gansbaai with effect from the start date subject to the payment of the appropriate membership fees, as indicated hereunder and signature of this agreement.

The member acknowledges that:

This agreement was duly and fully completed before signature by him/her and that the information contained herein is true and correct. (The Gym reserves the right to cancel the agreement if the information supplied is found to be incorrect and/or false).

He/she is physically and medically fit to proceed with the normal routine of exercise and acknowledges that the Gym will not be responsible for any injury or loss suffered by him/her and/or the Family Member(s), whether through any negligence and/or omissions on the part of the Gym and/or any employee of the Gym or for any reason whatsoever.

This agreement contains all the terms and conditions of the agreement between the parties and no representation, addition, variation or cancellation of this agreement shall be of any force and effect unless reduced to writing and signed by all parties. The member acknowledges that he/she read this entire agreement, inclusive of the further terms and conditions and the rules and regulations contained overleaf (backside) and agrees to be bound thereby.

TERMS AND CONDITIONS OF MEMBERSHIP AGREEMENT (Cont.)

- List of membership terms and conditions including fees, termination, and liability.

- Access to the Gym's facilities will be denied until such time the Gym has received payment in full of the arrear instalment(s) plus interest accrued thereon and legal costs on an attorney and client cost basis, if any.
- All noticed and processes may be validly delivered or served upon the member at his/her residential address as set out on the reverse hereof, which address he/she hereby chooses as domicillium citandi et executandi for purposes hereof.
- The Gym reserves the right to cancel this agreement if a member of any family member breaches any of the terms and conditions of this agreement inclusive of the Gym's rules and regulations in force from time to time.
- In the event of one or more of these terms, conditions, rules or regulations being unenforceable same will be deemed to be servable from the remainder of this agreement.
- Membership of the Gym is personal to the member and may not be transferred or assigned to any other person. A member who allows a membership card to be used by a non-member may be expelled summarily from the Gym.
- Membership cannot be cancelled within your first 6 months after joining, thereafter written cancellation must be submitted and your cancellation month fees paid, for the cancellation to be accepted.
- Cancellation of your membership can only be done with 30 days written notice to Health and Active. Cancellations must be received before the 7th of the intended cancellation month. Joining fees will apply after cancellation of your contract.

GYM RULES:

1. The gym accepts no responsibility for injury or loss of valuables for members or guests, both within the gym or on the premises.
2. It is the member's responsibility to ensure that they are capable of undergoing an exercise program and that they exercise at their own risk.
3. All members must wear suitable clothing whilst exercising.
4. Strict adherence to all health and safety notices including no smoking permitted in the gym.
5. The gym reserves the right to refuse admission to any individual.
6. Only children 10 years and older is allowed access to the gym. Tariffs apply.

MEMBERSHIP CARDS / PIN NUMBER / DISC • Only members with a valid membership will be able to access the Gym. • Membership of the Gym is personal to the member and may not be traded, transferred or assigned to any other person. A member who allows a membership card to be used by a non-member may be summarily expelled from the Gym and his membership terminated.

JUNIOR MEMBERS (10 – 14) • Junior members between 10 and 14 years of age have limited use of the facilities of the Gym which they can only use under parental supervision.

SCHOLAR MEMBERS (15 YEARS +) • Scholar members from 15 years of age are able to use all facilities of the Gym.

GUESTS • All guests will be charged a set fee for use of the Gym's facilities. • Guests must fill in a Welcome to the Gym's Indemnity Form. • All guests must abide by the Gym's rules and regulations.

DRESS CODE Suitable clothing must be worn at all times. Training shoes must be worn at all times.

SWEAT TOWELS Members must use a sweat towel at all times while exercising and wipe equipment immediately after use.

CIRCUITS, CARDIOVASCULAR EQUIPMENT, STRENGTH EQUIPMENT • All members must fill in a Physical Readiness Questionnaire (PARQ) before starting an exercise program. • Members must ensure that they receive instruction before using any equipment. • Members must adhere to time limits specified on equipment. • Members must replace all weights and equipment after use.

AEROBICS For safety reasons, members are advised not to join in a class once it has started and not to leave the class before it has finished.

VALUABLES • All belongings are left at the members own risk. • The Gym will not be held responsible for any theft, loss or damage to personal property or motor vehicles on or at the Gym premises or any parking area designated.

LOST PROPERTY Lost property will be donated to charity if not collected within 14 days.

EXPULSION / SUSPENSION • Any member may be expelled / suspended by the Gym for violation of any rule or regulation of the Gym or of any conduct which in the opinion of the Gym's management is detrimental to the welfare, good order or character of the Gym and the Gym's members. • A member expelled / suspended shall forfeit all privileges for membership.

MISCELLANEOUS Damage to the Gym's property will be paid for by any member who wilfully or negligently causes such damage. Members are responsible for damage caused by dependants or accompanying children and/or guests. No smoking or alcohol is permitted in the Gym unless approved by the Gym in accordance with legislation. The illegal use of any drugs (including steroids) is strictly prohibited in the Gym.

FIREARMS No firearms are permitted in the Gym.

THE GYM RESERVES THE RIGHT TO AMEND THESE RULES AND REGULATIONS FROM TIME TO TIME AND MEMBERS, GUESTS AND/OR OCCUPANTS OF THE GYM SHOULD ALWAYS FAMILIARISE THEMSELVES WITH THE RULES AND REGULATIONS CURRENTLY IN FORCE.

WAIVER OF CLAIMS

Health and Active reminds you that the gym cannot be held responsible for your health. It is your responsibility to consult with a member of staff if you are unfamiliar with any of the equipment provided.

I know that training is a potentially hazardous activity. I should use the facilities unless I am medically able and properly trained. I also assume any other risks associated with using the facilities, including, but not limited to falls, contact with other participants, and use of any and all equipment. I understand I am solely responsible for my own safety while using the facilities and partaking in any classes. *Knowing these facts and inconsideration of your acceptance of application, I hereby for myself, my heirs, executors, administrators, or anyone else who might sue on my behalf covenant not to sue, and waive, release, and discharge the sponsors or contributors to this facility, any staff, volunteers, their representatives, successors or assignees from any and all claims of liability for death, personal injury, or property damage of any kind or nature whatsoever arising out of, or in the course of my membership. *The release form and waiver extends to all claims of every kind or nature whatsoever, foreseen and unforeseen, known and unknown. The undersigned further grants full permission to use any photographs, video tapes, motion pictures, recordings or another record in the duration of my membership for any purpose. Minors will be accepted with a parent's signature.

I have read the entire contract, inclusive of the Rules and Terms and Conditions and agree to be bound thereby

Health and Active reminds you that the gym cannot be held responsible for your health. It is your responsibility to consult with a member of staff if you are unfamiliar with any of the equipment provided.

I have read the entire contract, inclusive of the Rules and Terms and Conditions and the CHECK LIST, attached and agree to be bound thereby.

Check List:

<ul style="list-style-type: none"> • The contract is binding and can only be cancelled with 30 days written notice dated for the 1st of the intended cancellation month. Cancellations will only be accepted from the 7th month of membership and upon receipt of the cancellation month's payment. NO CANCELLATIONS WILL BE ACCEPTED AFTER THE 7TH OF EACH MONTH. NO CANCELLATIONS WILL BE ACCEPTED ON OUTSTANDING ACCOUNTS. 	
<ul style="list-style-type: none"> • This agreement shall come into operation on the start date and shall subsists from month to month (minimum of 6 months) for an indefinite period unless terminated by the member in writing to be received by the Gym 30 days prior to leaving. 	
<ul style="list-style-type: none"> • The member is liable for payment of the monthly fee even if the facilities are not used. 	
<ul style="list-style-type: none"> • <u>Non payment of monthly fees will be invoiced with interest. After 2 months the outstanding account will be handed over for debt collection. (Affect credit profile)</u> In which event he/she will become liable to pay all costs in connection with the collection of any amounts due by him/her in terms hereof including legal costs on the scale as between attorney and own client inclusive of collection commission. Interest on outstanding accounts will be charged at 9.25% per annum. 	
<ul style="list-style-type: none"> • Memberships will be collected by way of debit order on the first of each month or the first workday, should the first be on a Sunday or public holiday. Unpaid debit orders will be payable IMMEDIATELY, together with penalty fees for the unpaid debit order. Penalty fees will be charged on the unpaid debit order and access to the facilities will be denied. 	

SIGNATURE: _____

DATE _____

WITNESS: _____

DATE _____

SALES PERSON: _____