

Joining Form



Your First Name: _____
Your Surname: _____
Your Address: _____
Suburb: _____ Postcode: _____ Your Birthday: ____/____/____
Your E-Mail: _____ Phone Number: _____
Emergency Contact: _____ Phone Number: _____

Tick if any of the following are true.

Have you had?

- Heart Attack A Pacemaker Heart Valve Disease
 Heart Surgery Heart Failure Heart Transplant
 Congenital Heart Disease

Symptoms:

- You experience chest discomfort with exertion
 You experience unreasonable breathlessness
 You experience dizziness, fainting, blackouts
 You have musculoskeletal problems
 You take prescription medication
 Are you a smoker or have given up in the last 6 months
 Your blood pressure is 140/90mmHg or Higher
 You are taking blood pressure medications
 You are diabetic or take medicine for your blood sugar
 Physically inactive You have asthma You have epilepsy
 You are or could be pregnant

If you have ticked 2 or more of these questions you will need a doctor's permission to start your Fitness program.

Attach doctor's permission to this form.

TERMS AND CONDITIONS

1. **Cooling off period**

After applying for membership, you have a seven day period during which you may cancel your membership. Notice must be given in person. If you cancel during the cooling off period all membership fees paid will be refunded.

2. **Termination**

Notice must be given by yourself in person or by phone contact.
You may terminate your direct debit at any time. This may take up to 5 working days to be cancelled.
There are no termination fees.

3. **Positive NRG Rules**

You must ensure you read, understand and abide by the rules which are notified to you through signage, hand-outs or our website.

4. **Right of Exclusion**

Lee Harris and Kelly Robson can refuse entry to Positive NRG, cancel your membership and/or terminate your contract without warning or notice for inappropriate threatening or harassing behaviour, damaging equipment or facilities or use of illegal performance enhancing drugs in Positive NRG.

5. **Suspension / Hold**

You can put your direct debit / contract on hold at any time. You will need to see **Lee Harris** to be able to put it on hold. There are no fees for this.

6. **Limitation of Liability, Release and Indemnity**

Positive NRG will, unless excused from liability by operation of statute, compensate you for death, personal injury, illness or property damage caused by gross negligence on our part and for loss and damage to your personal property arising from our failure to supply services to you with due care and skill and in manner fit for the purpose which is reasonable to expect in all the circumstances. In consideration of the grant of membership to you, entitling you to engage in fitness activities, you hereby otherwise:

- Agree, to the extent permitted by law, to not hold us liable for any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses however arising that you may have had but for this clause arising from or in connection with your involvement in fitness activities in Positive NRG or using our facilities, services or products.
- Agree that you will indemnify us to the extent permitted by law in respect of all actions, suits, proceeding, claims, demands, losses, damages, penalties, fines, costs or expenses however arising as a result of or in connection with your involvement in fitness activities in the Positive NRG or from using our facilities, services or products.

7. **Intellectual Property**

These terms and conditions do not give you any intellectual property rights in Positive NRG, or in our facilities, services or products.

8. **Risk Management**

To mitigate risk and ensure that you correctly operate or use any of our facilities, services, products or equipment, including the adjustments of levels or settings on any equipment, you are required to undertake an instructional consultation with Lee Harris, Colin Stuart or Kelly Robson before use. If you choose not to undertake our free instructional program, Positive NRG will not be liable for any legal action arising from incorrect use of our equipment.

9. **Responsibility for Damage**

You are solely responsible for any damage which you may cause to Positive NRG, its facilities, products or equipment, if such damage is caused by your wilful act and/or negligence.

10. **Disclosure of your Physical Condition**

Provision of a safe and effective exercise program is dependent upon accurate health and fitness profiling. You agree to disclosure to us all relevant personal health and fitness information both prior to and during engagement in any exercise program, service or facility we provide to you, as a part of your membership. This is inclusive of any health risk assessment, initial and periodic fitness assessment and relevant information or recommendations provided by your medical or allied health practitioner/s.

11. Change of Details

You must keep us promptly informed of any change of address, phone contact numbers, email address, bank account and credit card account details for payment and any other personal information that is relevant to your membership with us.

12. Assignment

You must not assign any rights or benefits under these terms and conditions unless you have obtained our prior written consent. We may assign or transfer any rights or benefits under these term and conditions at any time without notice to you. However, we will remain liable to meet our obligations to you under these terms and conditions and the contract.

13. Privacy Statement and Acknowledgement

During the process of entering into the contract with you and during the term of the contract we will obtain access to certain types of your personal information such as information relating to your health and financial position. We will only use and the direct debit service provider will only use, disclosure or deal with such information in accordance with our Privacy Statement.

14. Governing Law

These terms and conditions are governed by, and you agree to submit to, the laws applicable in the state or territory of Australia in which the contract was formed.

15. Your Obligations

You acknowledge that the consumer credit code does not apply to these terms and conditions
If, at any time:

- You believe that you may not or may be unable to perform or comply with your obligations under these terms and conditions
- You are unable to pay your membership fees, including any instalment of membership fees, as they fall due payment
- A cheque received from you is dishonoured
- You are or become bankrupt; or
- Your membership fees are overdue and are not paid in accordance with these terms and conditions where we have not breached our obligations under the contract, **You agree that:**
- You will immediately notify us that one or more of the above notifiable events has occurred and you will keep us notified on a monthly basis until such notifiable event no longer exists;
- We have no obligation and will cease to allow you to use any of our services or products available to you under your membership while a notifiable event exists;
- We may terminate the contract with immediate effect by providing you with written notice
- We have no obligation to respond to any offer you make to extend or renew your membership while a notifiable event exists.

16. Severability

If any part of this contract is or becomes illegal, void or unenforceable, this does not invalidate the rest of this contract

17. Video Surveillance

Positive NRG is a 24 hour Gym with video surveillance equipment. As a member I acknowledge I will be subject to video surveillance and recording in the Gym...

18. Barbells

Positive NRG have the write to cancel or hold your membership if the barbells are used in an improper fashion. If you need to use a barbell after hours and want to use the flat, incline or decline bench press, you must have a person watching you perform the activity. If you are by yourself then you must perform the flat, incline and decline bench press in a power rack for safety reasons. **There are no exceptions**

You (Client)

Signature _____

Name _____

Date ____/____/____

Parent / guardian

Signature _____

Name _____

Date ____/____/____