

**MEMBERSHIP DECLARATION FORM - ALL HOURS FITNESS**

**Please read the following terms and conditions carefully and sign and date at the bottom of page.**

All Hours Fitness Club is under 24-hour CCTV video surveillance. Your activities will be recorded whether you are working out or entering/leaving the building and entering/leaving the restrooms. This video system is used only for security purposes. You must use caution when entering or leaving the building. This surveillance system does not protect you from harm in or on the building premises. An emergency telephone is available if you feel threatened or witness suspicious activity.

Under no circumstances shall you allow access to non members and/or people who knock on the door. Doing so may put you and/or other members at risk of injury or harm, and could result in your membership privileges being cancelled. The club is equipped with panic buttons and an emergency call button. These are designed to alert authorities in the event you or other members are either threatened or in need of help.

**Member Notification:** Members may not bring in guests at any time without prior consent from All Hours Fitness staff. If this policy is violated, the member may be charged a guest fee and/or have their membership suspended or cancelled, the balance of the contract payable in full immediately, and be charged a penalty of up to \$50. Members may not allow anyone else use of their personal access card and must inform the club immediately if it is lost or stolen. Violating this policy carries the same penalties as violating the above policy.

Club members who do not have their personal access card will not be allowed into the facility during non-staffed hours, nor should they ask other members to let them into the facility. Doing so will attract penalties for both parties. Personal training services provided in this facility may be provided either by employees or by independent contractors operating their own business. If a club member is unsure of how to use a piece of equipment, he/she should obey instructions from the staff or personal trainers. Members are also required to use the safety features of the equipment.

Vulgar language, abuse of the equipment, working out while intoxicated, or other inappropriate behaviour will not be tolerated and may result in the suspension or cancellation of the offending member's membership, and the balance of the contract being payable in full immediately. Photography and/or videography are not allowed anywhere in the fitness club.

**Member Assumption of Risk and Release:** You understand there is a possible risk of injury from club activities. Using any club equipment can include the potential for permanent injury or death. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown and acknowledge that this is an UNSUPERVISED FITNESS CLUB and I assume all risks associated with using exercise equipment alone without the aide and presence of club staff on the premises. You understand that All Hours Fitness is independently owned and operated.

We STRONGLY advise all members to consult with their General Practitioner before the use of any club equipment. You therefore declare that you am in a good state of physical condition, health and fitness and that that there is no medical reason whatsoever that could be regarded as a restriction upon or an obstruction to my application for membership. Members are therefore entirely responsible for any risk that may arise as a result of personal health factors.

You explicitly agree that this release is intended to be as broad and inclusive as permitted by the laws of this state and if a portion of this release is held invalid, the balance shall remain in full force and effect. This release shall apply to ALL members of the club without exception, including minors included in the membership of parents and/or guardians or with parent/guardian consent. You hereby release, indemnify, and hold harmless the Club, All Hours Fitness, their respective owners, officers, affiliates, agents, employees, sponsors, advertisers and, if applicable, owners and lessors of the premises used to conduct any sponsored event (Releasees), with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from negligence of the releasees or otherwise, that may out of or in connection with your use of the equipment or the facilities of the Club or any incident that occurs while using the Club's facilities or engaging in Club activities on or off the premises or otherwise related to your Club membership.

**Member right to cancel:**

48 hour Cooling-off period: If you wish to cancel your membership contract, you may cancel by providing written notice to All Hours Fitness. The notice must say that you do not wish to be bound by the contract and must be received within 48hrs from the joining date. If you cancel, the club will return any payments already made (less a \$50 cancellation fee).

Early Cancellation: Cancellation fees will apply should the contract be terminated early.

Medical Cancellation: You may cancel this contract for medical reasons. You must provide certification from your doctor that your use of the club facilities and services would impair your health. 1 month notice is required.

Relocation Cancellation: The member may cancel this contract if the member permanently moves his or her residence more than 15 kilometres from All Hours Fitness in major metropolitan areas (30 Kilometres in Regional areas). All Hours Fitness will require proof of relocation and provide forward contact details (address and phone number). Relocation must be permanent and this needs to be given in writing to All Hours Fitness.

Cancellation after the minimum term: You can cancel your membership after the minimum term if you give us 30 days notice. Your cancellation notice must be in writing and delivered to All Hours Fitness. Your 30 days notice period will commence on your next direct debit date.

**Minors:** As parent/guardian of a minor, I take full responsibility for any and all actions, damage, injuries, or loss to property or person, performed by minor with or without my supervision to the club. I further agree that any breach of the clubs policies on the minor's part may constitute to loss of minors and/or my membership privileges.

By signing this release, I have read, understand and hereby agree to the terms and conditions as stated in this declaration. I agree to abide by all posted signage and warnings.

\_\_\_\_\_  
Members name

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date