



CLUB MEMBERSHIP RULES AND WAIVER OF LIABILITY

CLUB MEMBERSHIP:

- Members must bring and swipe their access card to gain access **NO tag NO entry**.
- Strictly one swipe – one entry. If you allow another person through the door on your swipe, **a fine of \$150.00 per person** will be automatically charged to your account and/or membership terminated.
- All memberships are **non-refundable**. NO refunds for non-use.
- **30 Days Cancellation** notice for direct debits.
- All holds are subject to owners' discretion.
- **\$5.00** recovery fee per direct debit failure.
- No refunds due to COVID 10 Protection Framework Traffic Light System changing.

CLOTHES:

- Training footwear must cover the whole foot and be worn at all times for safety. No work boots, sandals, dirty shoes etc.
- Appropriate clean training clothes only. **NO DENIM JEANS** (long or short), and no belts worn with buckles or zips as this may tear the upholstery.

BEHAVIOUR:

- Offensive language or aggressive behaviour will not be tolerated.
- No non-club production solicitation without managements written consent.
- Be respectful of all members.

TRAINING:

- A hand towel must be carried when training.
- Please **CLEAN ALL EQUIPMENT** after use. Disinfectant bottles and cloths are provided to clean down machines.
- Please carry and use deodorant if bad odour is a problem.
- No lifting chalk is permitted.

- Please put all weights back into their appropriate place (**\$25.00 fine is charged for non-compliance**)
- Do not drop your weights or treat the equipment in a rough manner. A crashing sound is considered a drop. (**\$25.00 fine is charged for non-compliance**)
- No bags on the gym floor. Please place in the baggage storage area.
- All equipment is to be used in a manner it is designed for.
- When resting, please allow other trainers use of equipment.

FOOD AND DRINKS

- NO CHEWING GUM is permitted in the club.
- Only drinks in closed containers will be allowed in exercise areas in the club.
- Food and open cups are only permitted in the seating area.

GENERAL

- Management reserves the right to check any bags on the company grounds.
- Personal valuables brought onto the company premises are done so at the owners' sole risk.
- No visitors permitted inside the club, no exceptions please.
- Only club approved personal trainers, physios etc are permitted on the club premises with management written permission.
- Although care is taken by the club to ensure a trainers safety, trainers using club facilities do so at their own risk.
- Extra club services that have a charge fee must be pre-paid in advance before the service is used.
- Any serious breach of the club rules may result in the trainer being asked to leave and their club membership terminated without reimbursement.

VIDEO SURVEILLANCE

- For security purposes, video surveillance equipment is used to monitor the club on a 24-hour basis. By signing this agreement, you acknowledge that by accessing the facility you will be subject to video surveillance and recording. Video surveillance is limited to the floor area only and is not within the walls of the bathrooms or client screening rooms.

PENALTY FINES

- Club access will be denied until any penalty fine is paid in full. All penalty fines to be paid to reception during the staff service hours.

We appreciate your co-operation and look forward to welcoming you to the club!

WAIVER OF LIABILITY

In consideration of being permitted to EDGE FITNESS situated at 18B Constable Rd Waiuku.

For the purpose(s) of weight training, cardio training or any other form of fitness training which I acknowledge is unsupervised, I further acknowledge and agree to, on my own behalf, and on behalf of my personal representatives, heirs, as signs, executor, administrators, and next of kin, as follows:

- I am aware and acknowledge that injury or death may result from weight training, cardio training or any other form of fitness training and from the use of the premises and facilities or any equipment therein or thereon.
- Upon entering the premises and facilities of EDGE FITNESS, I will inspect same and my observation and use of said premises and facilities shall constitute an acknowledgement that I find and accept such premises to be safe and reasonable suited for their intended purpose(s).
- I hereby release EDGE FITNESS and its respective directors, officers, shareholders, employees, agents, contractors and their successors and assigns (collectively the "Releases") from and against any and all liability for any loss, damage, injury, expense, demand, or cause of action that I may suffer whether with respect to personal injury, death, damage to or destruction of property, theft, or otherwise that may arise as a result of my presence in, upon, or about the premises as a consequence of my use of the facilities and equipment.
- I will indemnify and hold harmless the Releases, collectively and individually, from any and all losses, liabilities, damages, demands, costs, and expenses that they may incur, for any reason whatsoever that may arise as a result of my participation in the contemplated activity, and my presence in, upon or about the premises.
- I am aware that it is my sole responsibility to get medical clearance for any known medical conditions or health concerns, or general medical clearance before partaking in any exercise. I understand it is my own responsibility to ensure I follow medical advice from my doctor only, of which is deemed relative and acceptable forms of physical activity.

I acknowledge that I have read this Waiver of Liability and have received the opportunity to discuss this with my legal counsel. Further, I acknowledge that I fully understand the terms of this Waiver of Liability and acknowledge that I have signed it freely and voluntarily without any inducement, assurance, guarantee, or oral representation being made.