

MEMBERSHIP AGREEMENT

AUTHORITY TO ACCEPT DIRECT DEBITS AUTHORISATION CODE: 0227418
100-603-809



1. MEMBER DETAILS (RENEWING MEMBERS COMPLETE IF DETAILS HAVE CHANGED)

First Name _____ Last Name _____
Date of Birth _____ Gender Male Female Rather not say
Mailing address _____
City _____
Email _____ Mobile _____
Emergency Contact Name _____ Relationship _____ Phone _____
Any medical conditions we should be aware of? If so please explain _____

2. MEMBERSHIP TYPE

Primal

- 12 months
- 6 months
- 3 months
- DD (paid fortnightly)

24/7

- 12 months
- 6 months
- 3 months
- 1 months
- DD Open-ended

Refit +

- 6 months
- 3 months
- DD 6 month (paid fortnightly)

Concession Passes

- 10 gym visits
- 20 gym visits
- 20 youth gym visits

3. BANK ACCOUNT DETAILS

Direct Debit

Branch _____ Account Name _____
Account Number - - -

I/we authorise you until further notice to debit my/our account with all amounts which ezidebit (NZ) Ltd the registered initiator of the above Authorization Code, may initiate by Direct Debit. I/we acknowledge and accept, that the bank accepts this authority only upon the conditions listed on the reverse of this form.

OR

Credit card/ Debit card

- Visa MasterCard

Card number - - -

Name as it appears on card _____ Expiry Date _____

Signature of card/ account holder _____

4. PAYMENT AUTHORISATION

For purposes of this payment authorisation, the term "I" refers to the new member whose name appears above as the primary account holder and whose signature appears below. "You" refers to my financial institution identified above. I authorise you to pay fortnightly direct debits* on my behalf to Tutaki Youth Incorporated Trust in the amount of \$_____ beginning ___/___/____. These payments will continue until I request my membership to the Lions Den Gym & Fitness Centre administration team as instructed on page 2 of this agreement. I agree I am bound by the membership payment terms and unpaid account balance due upon cancellation. I agree that you will be fully protected in honoring these direct debits* and that your treatment of them and rights in respect to them are the same as if personally signed by me. I understand that I must notify Lions Den Gym & Fitness Centre administration team of account changes and that I will incur an additional fee of \$21.90 per month whenever there is a payment default.

*ezidebt fees include

\$1.20 fortnightly transaction fee, \$5.50 one off administration fee, \$21.90 dishonor fee for dishonored payments

5. MEMBERSHIP DECLARATION & ACKNOWLEDGMENT

OVER 18

By signing this agreement I acknowledge that I have received and read a copy of the membership agreement and liability release. By signing this agreement I have read, understand and also agree to accept the terms of this agreement in it's entirety and to be bound by the conditions for the duration of my membership.

Member Name _____ Signature _____ Date _____

UNDER 18

This is to certify that I, a parent/guardian with legal responsibility for the member to consent and agree to the term and conditions of this membership agreement including the indemnity and release.

Parent/Guardian Name _____ Signature _____ Date _____ Mobile _____



MEMBERSHIP TERMS & CONDITIONS – WAIVER & RELEASE

MEMBER'S RIGHT TO CANCEL. I may cancel my membership without penalty by delivering notice in person to Tutaki Youth Incorporated Trust before the end of 3 business days after I signed this agreement. When presenting this notice you must state that you do not wish to be bound by this agreement and wish to cancel your membership. I understand that my initial payment will not be refunded but any direct debit yet to be initiated will be canceled.

CANCELLATION & REFUND. After the members right to cancel period noted above has passed, I may cancel my membership by appearing in person to Tutaki Youth Inc. or over the phone by calling 069284517 to express my wish to cancel. I am to inform the Lions Den Gym & Fitness Centre administration team and have them acknowledge that I wish to cancel my membership before it taking effect. Membership cancellations will take effect 14 days after the next scheduled Direct Debit payment where from that date access will be fully removed.

GYM UNAVAILABILITY. If any of the services or facilities described in this agreement become unavailable or are no longer fully operational, I am liable for only that portion that was available to the public to use while this agreement is in effect. If funds have been paid, I will be entitled to a pro rata refund for the time period that the facility is unavailable but for which funds had already been paid. The refund may be in the form of electronic payment; there will be no cash refunds.

MEMBERSHIP FREEZE. I have the right to freeze my membership for up to three months annually, during which time I will be charged \$5 per fortnight instead of my standard membership fees. I understand that if I elect to freeze my membership I cannot cancel my membership during the "freeze" period.

PREPAID MEMBERSHIP. I understand that there is no refund for a prepaid membership once the right to cancel period has passed.

LIMITED USE. I understand that if my physical condition or physical limitations, now or in the future, limit my use of the facilities, I must continue to pay full fees for my membership unless I cancel or freeze my membership as provided above.

TERMINATION FOR CAUSE BY MANAGEMENT. Management may, at its option, terminate my membership if (1) I fail to make payments or any payments or fees are late, (2) payments of services or membership fees are interrupted or discontinued for any reason and I or my cosigner do not provide an acceptable alternative, (3) I fail to follow any membership policies or gym rules or violate any part of this agreement, or (4) my conduct is improper and harmful to the best interests of the gym or its members. Termination is effective on the date a written notice to my last known address or phone call from my last known contact number is made. I am liable for any financial obligations until this date.

ACKNOWLEDGMENT OF RISKS, INJURY & OBLIGATIONS. I acknowledge that the activity I am to undertake is a dangerous activity and that by participating in it I am exposed to certain risks. I acknowledge and understand that whilst participating in such activity: I may be injured, physically 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 the negligence or breach of agreement of the Lions Den Gym & Fitness Centre membership. There may be no or inadequate facilities for treatment or transport of me if I am injured. I assume the risk of and responsibility for any injury, death or property damage resulting from my participation in the activity.

RELEASE AND INDEMNITY. I participate in the activity at my sole risk and responsibility. I release, indemnify and hold harmless Tutaki Youth Incorporated Trust operating as Lions Den Gym & Fitness Centre, its servants and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever.

ADMINISTRATION. I will pay a fee of \$10 upon registration for a control access key tag. Any consecutive keytags required because of theft or negligence will be issued upon request but will cost \$10 for a replacement control access key tag. Non-payment for four weeks or more will result in cancellation of my membership where a cancellation fee of \$10 will be applied to my membership. My memberships is not refundable or transferable to other persons. Photo ID cards (i.e. student card or driver's license) must be carried and shown upon request by Tutaki Youth Incorporated Trust staff. Shared gym access with a non-member or debtor will result in 4 weeks denied access from the facility where direct debit payments will continue over the denied entry period. Forfeiture of my membership will occur effective immediately if caught for the 2nd time providing access to non-members or debtors. Forfeiture of membership will result in a fine of \$40 and I will be barred from reapplication of membership for 3 months from the time of the offence(s).

FACILITY. Only Class Instructor/s to give access to the facility to non-member or class participants. I will wear appropriate covered footwear and clothing at all times while in the gym facility. All weights and equipment will be put back after use in their respective locations by myself. I will respect other gym users and behave in an appropriate manner at all times. I will not bring any children whatsoever into the gym unless partaking in a provided group class. I will spray and wipe down equipment after use provided I am not using a towel on benches. I will ensure the building is secure upon exit.

THE CARDINAL RULE: No inappropriately aggressive, confrontational or threatening behavior is to be used within this facility or ANYWHERE else by any users of the Lions Den Gym & Fitness Centre. Breach of this principle will mean you will no longer be able to be a part of the Lions Den Gym & Fitness Centre.

INITIAL PAYMENT

Joining Fee	\$ _____	Paid By: EFTPOS
Access Keytag	\$ _____	Cash
Initial Access	\$ _____	Credit Card
TOTAL PAYMENTS	\$ _____	Date _____