

MEMBERSHIP AGREEMENT

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



1. MEMBER DETAILS (Renewing members complete if details have changed)

First Names: _____ Last Name: _____

Mailing Address: _____

Email: _____

Emergency Contact Name: _____

Employer: _____

Today's Date: _____

Date of Birth: ___/___/___ Gender: Male Female

City: _____ Cellphone: _____

How did you hear about us? _____

Emergency Contact Phone: _____

Identification: # _____ Type: _____ Copy taken?

2. MEMBERSHIP TYPE

- | | | | | | |
|--|------------------------------------|-----------------------------------|-----------------------------------|---|---|
| <input type="checkbox"/> PRIMAL | <input type="checkbox"/> 12 months | <input type="checkbox"/> 6 months | <input type="checkbox"/> 3 months | <input type="checkbox"/> DD Open-ended (paid fortnightly) | |
| <input type="checkbox"/> 24/7 | <input type="checkbox"/> 12 months | <input type="checkbox"/> 6 months | <input type="checkbox"/> 3 months | <input type="checkbox"/> 1 Month | <input type="checkbox"/> DD Open-ended (paid fortnightly) |
| <input type="checkbox"/> WEEKEND SHIFT | <input type="checkbox"/> 12 months | <input type="checkbox"/> 6 months | <input type="checkbox"/> 3 months | <input type="checkbox"/> 1 Month | <input type="checkbox"/> DD Open-ended (paid fortnightly) |

Direct Debit Request

Fortnightly payments only accepted by electronic payment: Cheque Savings Credit Card / Debit Card

Financial Institution _____
Branch _____
Account Name _____

| | | | | | | |
|----------------------|---|----------------------|---|----------------------|---|----------------------|
| <input type="text"/> | - | <input type="text"/> | - | <input type="text"/> | - | <input type="text"/> |
| Bank | | Branch | | Account | | Suffix |

I/We authorize you until further notice to debit my/our account with all amounts which **Ezi debit (NZ)** Ltd the registered initiator of the above Authorisation 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

(Circle credit or debit) Credit Card / Debit Card Visa MasterCard Card # - - -
Expiry Date _____ Name as it appears on credit / debit card _____

By signing this form, I/We authorize **Ezi Debit (NZ)** Ltd, acting on behalf of the Business, to debit payments from my specified Credit Card above, and I/We acknowledge that Ezidebit will appear as the merchant on my credit card statement. Furthermore, I/We agree to reimburse and indemnify Ezidebit for any successful claims made by the Card Holder through their financial institution against Ezidebit.

Signature of Card / Account Holder _____

3. 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 Tūtaki Youth Incorporated Trust in the amount of \$_____ beginning ___/___/_____. These payments will continue until I request cancellation of 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 honouring 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 the Lions Den Gym & Fitness Centre administration team of account changes and that I will incur an additional fee of \$20 per month whenever there is a payment default.

*Direct debits will incur a minimum transaction fee of \$1.20. EziDebit will charge a \$14.95 Dishonour fee for dishonoured payments.

4. MEMBERSHIP DECLARATION & ACKNOWLEDGEMENT

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 its entirety and to be bound by the conditions for the duration of my membership.

Member Print Name: _____ Member Signature _____ Date _____ Time _____

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

Parent/Guardian Name (if under 18): _____ Parent/Guardian Signature: _____ Date _____ Time _____

Parent/Guardian Address: _____ Mobile _____

MEMBERSHIP TERMS & CONDITIONS — WAIVER & RELEASE



MEMBER'S RIGHT TO CANCEL. I may cancel my membership without penalty by delivering notice in person to Tūtaki 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 cancelled.

CANCELLATION & REFUND. After the members right to cancel period noted above has passed, I may cancel my membership by appearing in person to Tūtaki 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.

ACKNOWLEDGEMENT 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 Tūtaki 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 Tūtaki 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 behaviour 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 | \$ _____ | |