

Workout Wagga - Membership Terms and Conditions

DEFINITIONS OUTLINED IN THIS DECLARATION:

Claim – means and includes any action, suit, proceeding, claim, demand, damage, and penalty, cost or expense however arising including but not limited to negligence.

Fitness Centre – means the gymnasium located at 50 Morgan Street, Wagga Wagga, New South Wales and at any associated premises operated by the Fitness Centre Operator.

Fitness Centre Operator – means Wagga Wagga City Council, trading as “Workout Wagga” and their staff, contractors, or agents.

Gym Activities – means performing or participating in any capacity in any activity authorised, recognised, or organised by the Fitness Centre Operator, whether at the Fitness Centre or elsewhere.

We have set guidelines in place which always ensure the safety and comfort of all members. Members and guests acknowledge that you are physically able to engage in any activity, program or training provided and agree that all exercises and use of this facility are undertaken at your sole risk. You also agree to accept full responsibility for all your personal belongings.

No guests or children under 16 are allowed in the facility during non-staffed hours. I understand that every person who enters the facility will have their own individual access pass. I understand that my 24-Hour access pass can only be used to scan myself into the facility. I understand by sharing my access pass or letting other people enter under my access pass will forfeit my 24-hour access immediately and under no circumstances will any money for the membership be refunded.

We prohibit the use of our facilities of any use of personal trainer's not employed or insured trainers by Wagga Wagga City Council. Violators will have their membership terminated and under no circumstances will money for the membership be refunded.

1. GENERAL

- a) Workout Wagga is a 24-hour fitness facility. By agreeing to join Workout Wagga as a member I abide by all the rules, terms and conditions as outlined on this form.
- b) I acknowledge that during all such times whilst on Workout Wagga premises both my property and my person shall be at my own risk and I will not hold Wagga Wagga City Council, in its entirety, liable for any personal injury or loss of property, whether used by negligence of the centre, its servants or agents.
- c) I acknowledge that Workout Wagga premises may be unsupervised at times.
- d) I warrant that I am physically and medically sound to proceed with a normal course of exercise.
- e) I acknowledge that if I am under 18 years of age, I must attend the facility with a parent or legal guardian during unstaffed hours.
- f) The scheduling of classes is at the discretion of the management of the club can be amended at any time without notice.

2. RELEASE AND INDEMNITY TO THE FITNESS CENTRE OPERATOR

- a) In consideration of the Fitness Centre Operator accepting my application for membership of the Fitness Centre, and/or my request to participate in the Gym Activities I agree to release and indemnify the Fitness Centre Operator and staff as follows:
 - i. Release and will release the Fitness Centre Operator from all claims that I may have or may have had but for this release arising from or in connection with my membership and/or participation in any Gym Activities: and
 - ii. Indemnify and will keep indemnified the Fitness Centre Operator to the extent permitted by law in respect of any claim by a person arising because of or in connection with my membership and/or participation in any Gym Activities.
- b) I consent to receiving any medical treatment that the Fitness Centre Operator reasonably considers necessary or desirable for me during my participation in the Gym Activities. I also agree to reimburse the Fitness Centre Operator for any costs or expenses incurred in providing me with medical treatment.
- c) I acknowledge and agree to all points and paragraphs before signing this document and I have had the opportunity to read it and understand it and know how it affects my legal rights.

3. ACKNOWLEDGEMENT OF RISKS, INJURY AND OBLIGATIONS

- a) I acknowledge that the Gym Activities I am to undertake have potential dangers and by participating in them I am exposed to certain risks.
- b) I acknowledge and agree that the Gym Activities are inherently dangerous. I acknowledge and agree that:
 - i. Accidents can and often happen which may result in me being injured, physically or mentally, or even killed. The circumstances which may cause such accident may vary and include, but are not limited to, physical exertion, contact with equipment, improper use of equipment and other hazards at the facilities.
 - ii. Any physical or medical condition I may have, of which I may or may not be aware and which I may or may not have disclosed to Wagga Wagga City Council, may be aggravated by my participation.
 - iii. My personal property may be lost, stolen or damaged. Personal possessions you bring into Workout Wagga, you do so at your own risk.
 - iv. Other persons participating in gym activities may cause me injury or may damage my property.
 - v. I may suffer damage to my property, be injured or die because of negligence.
 - vi. There may be no or inadequate facilities for treatment or transport of me if I am injured.
- c) I have voluntarily read and understood this warning and assume the risks of participating in gym activities. I take responsibility for any injury, illness, death or property resulting from my participation in gym activities.
- d) I declare that I am medically and physically fit and able to participate in any Gym Activities. I am not and will not be a danger to myself or bring danger to the health and safety of others. I will immediately notify the Fitness Centre Operator in writing of any change to my medical condition, fitness, and ability level to participate.

4. CANCELLATIONS, FREEZES AND DIRECT DEBITS

- a) All memberships are non-refundable.
- b) To cancel your membership, a written notice of at least two weeks is required. This must be submitted via email to oasis@wagga.nsw.gov.au.
- c) If you need to cancel your contract before the expiry date or minimum term due to serious illness, permanent injury, medical disablement, or permanent relocation, you must provide written notice

along with supporting documentation. A 14-day notice period is required, and cancellations for these reasons will not incur a fee.

- d) For cancellations not related to the above reasons, written notice is still required, along with a 14-day notice period. In such cases, a fee of up to the equivalent of two months' membership may apply.
- e) Please note that the two-week cancellation period will not commence until your written notice is received.
- f) A member can transfer a membership to another person within the term of a contract. The member must provide the facility with written notice, and this will be actioned after 14 days. All transfers will incur a \$30 administration fee.
- g) Direct debit members have the option to freeze their membership for a total of 12 weeks per calendar year. To do so, a 14-day written notice is required before the freeze period begins.
- h) Please note that freezing a membership does not count towards fulfilling the minimum term. If a membership is frozen, the minimum term will be adjusted to reflect the freeze period.
- i) Direct Debit Memberships at OAC are processed by Payrix on a fortnightly basis, with payments debited from your nominated bank account, Visa, or Mastercard on Thursdays. Payments are typically processed within two days, depending on bank processing times.
- j) If a payment is dishonoured or cannot be processed, a temporary stop will be placed on the membership, and an alternative payment method will be required. OAC reserves the right to charge a fee for any defaulted payments. Should your membership fall more than one week into arrears, your access to the facility will be temporarily suspended until payment is made.
- k) All direct debit memberships are perpetual, meaning payments will continue until you provide written notification to cancel or modify your membership.

5. 24 HR ACCESS RESPONSIBILITY

- a) I understand that I cannot let other members into the facility even if they have forgotten their access pass OR let non-members into the facility.
- b) You have agreed to purchase a membership at Workout that allows you access at any time. As such, you are aware that there will be no supervision or assistance during certain hours.
- c) You are also aware that if you are injured, become unconscious, suffer a stroke, heart attack or any other medical episode that there will likely be no one to respond to your emergency and this facility has no duty to assist you.
- d) Even though this facility is equipped with surveillance cameras and panic buttons, if it is likely that you should require immediate assistance, none will be provided. We HIGHLY recommend that you have a workout partner accompany you while at the gym, but it is entirely up to you.
- e) Physical exercise can be strenuous and subject to risk of injury, Workout Wagga urges you to obtain a physical examination from a doctor before using any exercise equipment or participate in any exercise activity.
- f) You (each member, guest, or participant) agree that if you engage in any physical exercise or activity or use any Workout Wagga amenity on the premises or off premises including any sponsored event, you do so entirely at your own risk. You agree that you are voluntarily participating in the use of this facility and assume all risks of injury, illness, or death.
- g) Workout Wagga are not responsible for loss of any of your personal property.
- h) This waiver and release of liability includes without limitation, all injuries which may occur, regardless of negligence, as a result of;
 - i. your uses of all amenities and equipment in the facility and your participation in any activity, class, program, personal training, or instruction
 - ii. the sudden and unforeseen malfunctioning of any equipment and
 - iii. slipping and/or falling while in Workout, or on the Workout premises, including adjacent parking areas and sidewalks.

- i) You acknowledge that you have read this waiver and release, carefully and fully understand that it is a release of liability. You agree to release and discharge Wagga Wagga City Council, and all affiliates, employees, agents, representatives, successors, or assigns, from all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring legal action against Workout for negligence, personal injury, or property damage.

6. AGREEMENT & RELEASE OF LIABILITY

- a) In consideration of being allowed to participate in the personal fitness training activities and programs of Workout Wagga and to use its facilities, equipment and services, in addition to the payment of any fee or charge, I do hereby forever waive, release and discharge Workout Wagga and its officers, agents, employees, representatives, executors and all others acting on their behalf from any and all claims or liabilities for injuries or damages to my person and/or property, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf, arising out of or connected with my participation in any activities, programs or services of Workout Wagga or use of any equipment at various sites, including home, provided by and or recommended by the staff of Workout Wagga.
- b) I acknowledge and understand that strength, flexibility, and aerobic exercise, including the use of equipment, are potentially hazardous activities. I also acknowledge and understand that fitness activities involve a risk of injury, including a remote risk of death or serious disability, and that I am voluntarily participating in these activities and using equipment and machinery with full knowledge, understanding and appreciation of the danger involved. I hereby agree to expressly assume and accept any and all risks of injury or death.
- c) I acknowledge that I will undertake the following personal obligations as a participant in Workout Wagga fitness sessions:
- i. To engage in appropriate pre-exercise warm-up and post-exercise cool-down stretching and exercises.
 - ii. To carefully inspect exercise equipment before use to ensure it is in proper working order.
 - iii. To use exercise equipment and perform exercises, strength and endurance exercises, and aerobic activities only in the manner directed.
 - iv. To perform activities and exercises at the intensity level appropriate for my general health and physical condition.
 - v. To purchase appropriate personal exercise attire as required by the activities I am participating in, including, but not limited to, athletic shoes.
 - vi. To immediately stop all activity if I feel dizzy, nauseous, or faint, or experience rapid heartbeat, extreme shortness of breath, headache, or any other physical symptoms that are unusual for me and advise my trainer / instructor of said symptoms.
 - vii. To discuss with my trainer/instructor and my registered medical practitioner any changes in my medical condition that might affect my participation.
 - viii. To discuss with my registered medical practitioner in advance any concern he/she may have about my participation in any fitness testing activities such as but not limited to cardiovascular test, stretching tests.
 - ix. I agree not to participate in any activities with Workout Wagga during any period that I am under the influence of alcohol or drugs or taking any prescription medication unless specifically approved by my registered medical practitioner.
- d) I declare myself to be physically sound and suffering from no medical condition, impairment, disease, infirmity, or any other illness that would prevent my participation in these activities or use of equipment or machinery. I acknowledge that I have been informed of the need for a registered

medical practitioner's approval for my participation in the exercise activities, programs, and use of exercise equipment. I further acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my registered medical practitioner as to physical activity, exercise, and use of exercise equipment. I confirm that I have been given my registered medical practitioner's permission to participate in physical activity.

- e) If no permission to participate in physical activity is required from my registered practitioner and that I have decided to participate in the exercise activities, programs, and use of equipment without the approval of my general practitioner and hereby assume all responsibility for my participation in said activities, programs, and use of equipment.
- f) I understand that by Workout Wagga providing and maintaining an exercise/fitness program for me does not represent an acknowledgement or indication of my physiological well-being or a medical opinion relating thereto.

7. PHOTO & VIDEO PERMISSION

Workout Wagga will occasionally use photography and video from sessions for publicity purposes. These photographs or videos may be used in a wide range of advertising material including on our website, Facebook, inside the gym premise and other publicity material. The image(s) will remain the property of Wagga Wagga City Council and will be used only for the sole purpose of promoting Workout Wagga. Your personal details will remain strictly private and confidential.

By registering with Workout Wagga, you agree to allow Workout Wagga to use photographs and/or videos of you in Workout Wagga publications and publicity material. Workout Wagga will use your photos and/or videos in good judgement, and you have the right to revoke permission for use at any time. This revocation does not apply to printed/video media that has already been produced and released. I acknowledge that any photos or videos can be used without acknowledgement and without being entitled to remuneration or compensation.

8. MEDICAL CONDITIONS

I hereby agree that I have informed Workout Wagga of my following medical conditions (if any) and hold no claim against Wagga Wagga City Council and/or Workout Wagga in the event of injury or death.

9. OTHER POLICIES

- a) Appropriate athletic shoes only. No work boots, non-enclosed, sandals or bare feet are allowed in workout areas.
- b) Clean workout clothing is required.
- c) Maintain appropriate hygiene.
- d) Be courteous to other members and staff.
- e) Keep hands and feet away from all moving parts and weight stacks.
- f) Do not attempt to repair or adjust any equipment which has malfunctioned.
- g) Report any equipment problems immediately to staff.
- h) Wipe down equipment and benches after use.
- i) Please re-rack all weights after each use
- j) Always use a spotter when attempting maximum weight
- k) Please do not drop or slam weights or weights stacks.
- l) Please do not attend Workout Wagga if you are experiencing cold/flu symptoms.

Management of Workout Wagga may suspend or cancel the membership of any member in default of this agreement.

10. PARTICIPANTS UNDER 18 YEARS OF AGE

Being a parent or legal guardian of the person named on this document (PARTICIPANT) hereby acknowledge and agree that:

- a) I have read the whole document and understand it.
- b) I consent to the Participant participating in the Gym Activities;
- c) I am aware of the risks, dangers, and obligation to and of the Participant set out above; and
- d) I have communicated to the Participant information about the risks, dangers and obligations when participating in the Gym Activities
- e) I expressly agree to be responsible for the Participant's behavior and agree to personally accept in my capacity as parent or guardian the terms set out in this document, including the provision by me of a release and indemnity in the terms set out above.

In consideration of the Participant being accepted in the Gym Activities I agree to release and indemnify the Fitness Centre Operator in the same manner and to the same effect and extent as if I were the person first named in this document and was the person participating in the Gym Activities.