



Mannum Leisure Centre Membership Form

Personal Details:

Name: _____ Phone: _____ D.O.B: _____

Address: _____

Email: _____

Membership start date: _____ Membership number: _____

Membership type: _____ Membership period: _____

Emergency Contact Information

Contact person: _____ Relationship: _____ Phone: _____

Doctor's Name: _____ Clinic: _____ Phone: _____

Physical Activity Readiness Questionnaire (PAR-Q)

1. Has a doctor ever told you that you have a heart condition or high blood pressure? Yes ☐ No ☐
2. Do you experience chest pain at rest, during daily activities or when doing physical activity? Yes ☐ No ☐
3. Have you ever been diagnosed with any chronic medical condition? Yes ☐ No ☐
4. Are you currently taking prescribed medication for a chronic medical condition? Yes ☐ No ☐
5. Do you currently have, or have you had in the past 12 months, a bone, joint or soft-tissue problem that could be made worse by physical activity? Yes ☐ No ☐

Release

If I have answered YES to any of the Physical Activity Readiness (PAR-Q) questions, I understand that I should seek guidance from a qualified medical or allied health professional before commencing or continuing physical activity.

If I have answered NO to all questions, I know of no physical or medical condition which I, or my doctor, feel could be aggravated by my using the equipment and facilities or participating in activities sponsored by this centre.

I agree to advise centre management in writing if any of the above information changes or if my doctor advises me to stop, reduce, or otherwise adjust my exercise regimen at the centre. I will advise centre management immediately if I injure myself in any way while on centre property. The information I have given on this form is, to the best of my knowledge, complete and accurate.

Signature: _____ Date: _____



MEMBERSHIP AGREEMENT & WAIVER

Agreement means this membership agreement made between you and the Mannum Leisure Centre and Mid Murray Council.

Centre means the Mannum Leisure Centre 24/7 gym described in this Agreement.

Mannum Leisure Centre and Mid Murray Council means the organisation operating the Centre.

Mannum Leisure Centre and Mid Murray Council include agents, representatives, officers, directors, successors, affiliates, subsidiaries and employees.

You means the person described in this Agreement who is applying for the Mannum Leisure Centre and Mid Murray Council 24/7 gym membership.

CONTRACT

This agreement incorporates the terms of the Mannum Leisure Centre and Mid Murray Council membership policies and Centre rules (which are located at the Centre) and the Mannum Leisure Centre and Mid Murray Council privacy policy which is available at www.mid-murray.sa.gov.au or by emailing postbox@mid-murray.sa.gov.au

MEMBERSHIP

Nature of Membership - Your membership permits you to use Mannum Leisure Centre premises, facilities, equipment and services (Facilities) as shown and limited by the membership identified. Your membership is non-transferable by you unless deemed appropriate by Mannum Leisure Centre management. Mannum Leisure Centre and Mid Murray Council reserves the right to sell memberships at different rates and terms.

Membership Holds - Memberships holds are available for any memberships over 3 months. A member may request a membership hold once per membership period of up to 6 months.

The Mannum Leisure Centre and Mid Murray Council will only put your membership on hold if all current processing and enrolment fees are paid and up to date.

Mannum Leisure Centre and Mid Murray Council reserve the right to terminate their privileges in the event of the following:

- (a) A membership is not renewed prior to its expiry date.
- (b) A member's conduct is improper or harmful to the best interest of Mannum Leisure Centre and Mid Murray Council and/or its members.

FEES

You agree to pay the fees as set out in this Agreement and the fee structure documents.

MEMBERSHIP FEE INCREASE

Mannum Leisure Centre and Mid Murray Council reserve the right, at any time, to change the fees charged to members for use of the Facilities. Mannum Leisure Centre and Mid Murray Council agree to use reasonable endeavours to provide you with written notice of the changes at the most current address you have supplied. The changes will take effect 30 days after the notice has been received by you. We deem receipt to have occurred 2 business days after the notice was posted. At the end of the 30 day period, you authorize Mannum Leisure Centre and Mid Murray Council and/or the Direct Debit company to debit the new amount to your account.

CANCELLATION, TERMINATION AND REFUND

48 Hour cooling off period - You can cancel your membership within 48 hours after signing this Agreement by advising the Recreation & Sports Coordinator. If you do, Mannum Leisure Centre and Mid Murray Council will refund all money you paid and initiate the refund within 7 days of receiving notice. An administration fee of \$20 is payable if you exercise your right to the 48 hour cooling off period.

Prepaid membership rights and refund - You can cancel your membership and receive a refund of any unused prepaid fees by advising the Recreation & Sports Coordinator. Unused monthly prepaid fees will be calculated from the end of the next full month. Refund will be initiated within seven days of receiving notice of cancellation. A \$20 cancellation fee will apply and will be deducted from the refunded amount.

If you do not renew your prepaid membership by the renewal date, your prepaid membership automatically expires.

Prepaid memberships need to be paid in full prior to attending the gym.

Effect of Termination & Financial Obligation: Upon cancellation or termination, your right to use the facility ends. Any money owing to Mannum Leisure Centre and Mid Murray Council when your membership ends, remains immediately due and payable and Mannum Leisure Centre and Mid Murray Council will deduct the amount outstanding from any refund for which you are eligible. If there is not enough money to cover the debt in the refund, you must pay the balance.

MINIMUM AGE

All membership holders of Mannum Leisure Centre and Mid Murray Council must be a minimum of 14 years of age. All minors under the age of 18 must have a parent or guardian co-sign the Membership Agreement & Waiver. Minors aged between 14-17 must comply with the following restrictions: (a) A pre-exercise health history questionnaire to be completed by the parent or guardian. (b) A suitable qualified Group Fitness Instructor will undertake an induction to gym equipment and gym protocols.

(c) If a minor is to attend outside staffed hours, the parent or legal guardian must sign a Parent Consent to Authorize Supervising Adult form.

24/7 ACCESS

Mannum Leisure Centre and Mid Murray Council only grants members 24/7 access to its Facilities. **Any member in the Centre by themselves outside of supervised hours must wear the provided personal duress alarm at all times.** Any member who brings a non-member into the Centre during unstaffed hours acknowledges that:

1. They accept responsibility and liability on their personal behalf for any injury, loss or damage attributed to the non-member whether or not caused through the negligence of Mannum Leisure Centre and Mid Murray Council; and
2. They will be prohibited from re-joining the Mannum Leisure Centre.

LIMITED ACCESS MEMBERSHIPS

Off Peak Membership Access: Off-Peak Members may access the Centre **Monday to Friday, 9:00 am–3:00 pm** only. Access outside these hours is not permitted under this membership type.

Court Access Members: are permitted entry **only** to the **Squash and Basketball Court Area**. Access to the gym floor, other fitness equipment, group fitness spaces, or ancillary areas is not included.

UNSTAFFED HOURS

Mannum Leisure Centre and Mid Murray Council operates on a **24/7 basis and is accessible by members during unstaffed hours. As a member utilising the Facilities you acknowledge that you enter and use the Facilities at your own risk. If you feel there is a risk to your personal property, health and safety or you have any other concerns regarding the undue effect of exercising in an unstaffed facility, then DO NOT sign this Agreement.**

STAFFED HOURS

The staffed hours for the Centre are displayed at the entrance to the Centre. Mannum Leisure Centre and Mid Murray Council reserve the right to make amendments to staffed hours at any time without notice.

VIDEO SURVEILLANCE

For security purposes, Mannum Leisure Centre and Mid Murray Council use video surveillance equipment to monitor the Centre 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 changing rooms.

PHOTO CONSENT

From time to time the Mannum Leisure Centre will take photos of gym members whilst at the gym and/or when using the gym equipment.

By completing this form, you give us full permission to use these images, which reasonably promote or advertise the Mannum Leisure Centre. This may include our printed publications; adverts; electronic materials; website; Facebook; media work; display materials and any other media we may use in the future.

INDUCTION

It is a condition of this Agreement that you participate in a scheduled member induction program. The induction focuses on the safe and correct use of the equipment provided at the Centre. Mannum Leisure Centre and Mid Murray Council may suspend or terminate this Agreement in the event of unsatisfactory completion of the Centre induction prior to the commencement of exercise.

RELEASE

You use the Facilities provided by Mannum Leisure Centre and Mid Murray Council at the Centre at your own risk and acknowledge that the use of the Facility may involve risk of injury, whether caused by you or another party. You release, to the fullest extent permitted by law, Mannum Leisure Centre and Mid Murray Council against and from all expenses, costs, liabilities, claims, actions, proceedings, damages, judgements and losses of

any kind whatsoever arising out of, caused by, attributable to or resulting from any accident, damage, loss, damage to property, injury or death to any person.

INDEMNITY

You indemnify Mannum Leisure Centre and Mid Murray Council against and from all expenses, damages, costs, liabilities, claims, actions, proceedings, judgements and losses of any kind whatsoever that Mannum Leisure Centre and Mid Murray Council incurs arising out of, caused by, attributable to or resulting from any accident, damage, loss, damage to property, injury or death to any person caused by you at or in the Centre or in the vicinity of the Centre.

EQUIPMENT

You understand and acknowledge that Mannum Leisure Centre and Mid Murray Council purchases or leases the equipment from a third party and therefore does not manufacture any of the fitness or other equipment used in the Centre. You understand and acknowledge that Mannum Leisure Centre and Mid Murray Council are providing recreational services and may not be held liable for defective products or equipment.

PHYSICAL CONDITION, NO MEDICAL ADVICE & AMBULANCE

You represent that you are in good physical condition and have no medical reason or impairment that might prevent you from using the equipment at the Centre. You must not attend MLC or use its facilities if you are suffering illness, disease, injury, other condition, or you have any symptoms of illness, that could be a risk to your health and safety or others. You acknowledge that Mannum Leisure Centre and Mid Murray Council did not give you medical advice before you used the equipment, and cannot give you any medical advice after you use the equipment. If you have any health or medical concerns now or after you join as a member of the Centre, you must discuss them with your doctor before using the equipment. You understand and agree that in the event an ambulance is called to the Centre by staff or by pressing the duress alarm you are responsible for all associated costs.

LIABILITY FOR PROPERTY

Mannum Leisure Centre and the Mid Murray Council is not liable to you for any personal property that is damaged, lost, or stolen while on or around the Centre including, but not limited to, a vehicle or its contents or any property left in an open locker. If you cause damage to the Centre or any equipment you are liable to Mannum Leisure Centre and Mid Murray Council for its cost of repair or replacement.

CHANGE OF DETAILS

You must provide the Centre with any changes to your details which are relevant to your membership.

ENTIRE AGREEMENT AND ENFORCEMENT

You acknowledge that neither Mannum Leisure Centre and Mid Murray Council nor any other party has made any representations or promises upon which you have relied when entering this agreement. This document and Mannum Leisure Centre's Policies and Guidelines and Procedures contain the entire agreement between you and Mannum Leisure Centre and Mid Murray Council and replaces any oral or other written agreement. Any manual or hand written changes to this agreement are not valid. If a court declares any part of this agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If the Mannum Leisure Centre and Mid Murray Council do not enforce any rights in this agreement for any reason, Mannum Leisure Centre and Mid Murray Council do not waive its right to enforce it later.

PLEASE FILL OUT AND SIGN

Date: _____ Member Name: _____

Member signature: _____

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Recreational services—Exclusion, restriction or modification of rights under the Australian Consumer Law (SA)

Your rights:

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services¹), there is –

- a statutory guarantee that those services will be rendered with due care and skill; and
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services). The information provided on this sheet is of a general nature only and should not be regarded as a substitute for legal advice and/or reference to the appropriate legislation.

Excluding, restricting or modifying your rights:

Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer).

If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury².

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of the Mannum Leisure Centre and the Mid Murray Council [the supplier of recreational services] for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is –

- (a) excluded;
- (b) restricted as set out below: [specify the nature of the restriction]
- (c) modified as set out below: [specify the nature of the modification]

*Strike out whichever of (a), (b) or (c) do not apply and specify the nature of the restriction or modification, as is relevant.

Definitions

1 Recreational services are services that consist of participation in—

- a sporting activity or similar leisure-time pursuit; or
- any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure. **2 Personal injury** is bodily injury and includes mental and nervous shock and death.

Further information: Further information about your rights can be found at cbs.sa.gov.au



GYM - POLICES & GUIDELINES

MEMBERS & GUESTS acknowledge that you are physically able to engage in any activity, program, or training provided and you have sought and considered any necessary medical advice prior to undertaking fitness or exercise activities here. You agree that all exercises and use of this facility are undertaken at your sole risk. You also agree to accept full responsibility for all personal belongings. Derogatory remarks involving any other member or Centre personnel will not be permitted.

Members must not under any circumstance let anyone else into the building or gym. This includes not sharing your card or giving your card to other people. In the event that a member lets in other people to the building or shares their card with others, they may face a fine and have their membership suspended, or terminated.

PROPER CLOTHING & HYGIENE

- Appropriate athletic shoes only. No street shoes, boots, or sandals are allowed in workout areas.
- Short's, sweat pants, T-shirts, tank-tops, & spandex accessories deemed appropriate by management.
- Clean workout clothing is required. Any unsatisfactory hygiene condition will be addressed by management and corrective action may be required.
- Please keep all valuables at home. Again, we are not responsible for any lost or stolen items.
- Please avoid the use of heavy perfume or cologne.
- No belt buckles, blue jeans, or loose jewelry items can be worn in workout areas.

EQUIPMENT AND CARDIOVASCULAR AREA

- Please be courteous at all times.
- Allow others to use equipment during your rest periods.
- Keep hands and feet away from all moving parts and weight stacks.
- DO NOT attempt to repair or adjust any equipment that has malfunctioned.
- Report any equipment problems immediately to the staff. (forms available from the sign in desk in the large gym)
- Use your workout towel to wipe off equipment and benches after use, or the supplied hand towels and water spray.
- If you are unfamiliar with the use of any equipment, please ask a staff member for assistance.
- **Children under the age of 14 are not permitted in the gym.**
- Rack all weights after each use, please do not leave weights on machines or on bars.
- **Only use machines to manufacturers specifications.**
- If dumbbells or plates appear loose or cracked, report the item to the staff immediately.
- **Always use a spotter when attempting maximum weight.**
- **Collars and clips are to be used for 'free bar' lifting.**



GYM POLICIES & GUIDELINES cont.

FOOD /DRINK

- Water bottles with spill proof lids are allowed in all areas of the Centre.
- Please consume all food items, shakes, and supplement drinks in the foyer.

PHOTO'S/VIDEO'S

Photographing or videoing other individuals within the facility is prohibited.

No 'photos/videos' or 'selfies' are to be taken within the Centre without prior Centre approval or individual approval.

MUSIC

- The gym stereo volume must not to exceed level 18.
- Music containing explicit or offensive lyrics is not permitted.

BEHAVIOR

- Please be respectful & courteous at all times.
- Aggressive and inappropriate behavior will not be tolerated.

Staff are here to help you reach your fitness goals and provide you with a safe workout environment. Please contact a member of Staff if you have any questions or recommendations on how we can best serve your needs.

Member Name _____ Date _____

Member Signature _____

Staff Signature _____ Date _____