

# FITBAR<sup>TM</sup>

## INVIGORATING WELLNESS

<b>Member Details</b>	
NAME:	SURNAME:
ID NUMBER:	GENDER:
CELL NO:	EMAIL:
HOME ADDRESS:	POSTAL ADDRESS:
OCCUPATION:	

<b>Contact Details</b>	
CELL NO:	EMAIL:
HOME:	WORK:

<b>Emergency Contact</b>	
NAME:	RELATIONSHIP:
CONTACT NUMBER:	EMAIL:

<b>Terms and Conditions</b>
<p><b>Payments</b> The member agrees to pay the instalment amount by debit order at the agreed payment date until this Contract is terminated.</p> <p><b>Cancellation of Membership</b> In order to cancel this contract, the Member must give 30 days' notice in writing (email). The termination request is to be sent to <a href="mailto:info@fitbar.co.za">info@fitbar.co.za</a> The Member shall be entitled to full use of the gym for any time until membership cancellation takes effect. The Member shall not consider that this membership has been terminated until such time as this is confirmed in writing to the Member by Fitbar.</p> <p><b>Liability</b> Fitbar shall not be held liable or responsible to the member for any direct, indirect or consequential injury, loss or damage to the Member or the property of the Member whatsoever and howsoever arising to the extent permitted by law. The member is obligated to ensure sufficient funds remain available to cover monthly membership as agreed between Fitbar and the member for the value of the contract and for the period that the contract runs. Any order unpaid will automatically be resubmitted within 3-5 working days, unless otherwise stated. A forty rand (R40) cost will be incurred due to costs to be owed due to unpaid bank costs incurred.</p> <p><b>Entitlement</b> The Member acknowledges that provision of services provided by Fitbar may change and for the purposes of this Contract is based on "entitlement" to use and not on actual use. The Member agrees to be bound by the rules of the facility. Fitbar reserves the right to remove entitlement of use of the Facility. If the Member fails to comply with the rules of the facility or repeatedly fails to have sufficient funds available to make payment of any fee on the due date.</p> <p><b>Increase in Fees</b> There will be a 10% percent increase in membership fees on date of anniversary.</p> <p><b>Suspensions</b> The Member may suspend their membership and payments due to either serious illness/injury or extended travel. Suspensions shall be determined by Fitbar management based on the information provided. Where possible, 7 days' notice in Writing (email) is required. A fee may be levied by Fitbar for each suspension at the discretion of Management.</p>

**Entire Agreement**

This Contract constitutes the entire agreement, understanding and arrangement (express and implied) between the Member, and Fitbar relating to the subject matter of this Contract and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral. The membership time frame will be for an automatic renewal after stipulated suspension date.

**Medical Waiver**

The member takes full responsibility when using the Box and attending classes. The facility advises that any person undertaking physical activity should seek medical advice first.

**Acknowledgement and acceptance of risk:**

I, the undersigned, acknowledge that I have chosen to participate in one or more physical activity program/s, classes provided by Fitbar, which may include, but not necessarily be limited to training and/or individual training or coaching of any kind. Fitbar has made me fully aware that the fitness programs that Fitbar offers, and in which I desire to participate, are of a nature and kind that are strenuous and can/may push me to the limits of my physical abilities.

I, the undersigned, recognize and understand that the program/classes are not without varying degrees of risk which may include but are not limited to the following: injury to the musculoskeletal and/or cardio respiratory system which can result in serious injury or death due to negligence on the part of myself, my training partners, or other people around me, injury or death due to improper use of equipment, or injury or death due to a medical condition, whether known or unknown by me. I am aware that any of these above may result in serious injury or death.

I hereby acknowledge that I have no physical impairments, injuries or illnesses that will endanger me or others and willingly assume full responsibility for any and all risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participating in programs/ classes or physical fitness program offered by Fitbar, it's trainers and Skills Athletic.

**Release:**

In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willing to participate in the activities made available by Fitbar, and with my full understanding of all the above, I voluntarily discharge, and hold harmless Fitbar, its agents, officers, principles, employees and volunteers of any and all liability or actions or rights of action, or damages of any kind related to, arising from, or in any way connected with my participation in Fitbar or Skills Athletic programs/classes, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties.

In signing, I fully recognize and understand that if I (or any minor on whose behalf I am signing this release) am hurt, die or my property, I am giving up my right to make a claim or file a lawsuit against Fitbar even if they negligently or by some other means caused the injury or damage.

If I am signing on behalf of a participant under 18 years of age, I have read and voluntarily agree that said minor may participate in the programs/classes and I give full permission for any person connected with Fitbar to administer first aid deemed necessary to prevent serious illness or injury, I give permission to call and/or administer surgical care for the minor and to transport the minor to a medical facility deemed necessary for the wellbeing of the minor.

**Indemnification:**

I recognize that there is risk involved in the types of activities Fitbar offers and therefore, I accept financial responsibility for any injury that I cause either to myself or to any other participant due to my negligence. I further agree to indemnify, Fitbar, its agents, officers, principles, employees and volunteers of any and all liability for the injury or death of any person/s and actions which may result from my negligence or intentional act of omission while participating in activities offered by Fitbar.

**Marketing & Advertising Allowance**

I agree to allow Fitbar, its agents, officers, principles, employees and volunteers to make use of pictures/film and/or likeness of me for advertising purposes. In the event that I choose not to allow the use for the same for said purposes I will inform Fitbar in writing.

This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any part of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

I have read this document in its entirety, I fully understand the foregoing assumption of risk and release of liability and by signing it I have released any and all claims against Fitbar, I understand that this agreement obligates all parties named for any liability for injury or for death of any person and damaged to property caused by my negligence omission; I understand that by voluntarily signing this form I am waiving valuable legal rights.

**Membership Package**

TARIFF:	PRICE:
START DATE:	END DATE:

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Authorised signature: \_\_\_\_\_

Full Names and Surname: \_\_\_\_\_ Legal Guardian

\_\_\_\_\_ Consultant \_\_\_\_\_.

<b>Debit Order Instruction</b>	
NAME & SURNAME:	ACC NO.:
ACC TYPE:	BRANCH:
COMMENCEMENT DATE:	GK Fitness

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement").

I / We hereby authorize you to issue and deliver payment instructions to the bank for collection against my / our abovementioned account at my / our above mentioned bank (or any other bank or branch to which I / We may transfer my / our account) on condition that the sum of such payment instructions will never exceed my / our obligations as agreed to in the Agreement, and commencing

on the commencement date and continuing until this Authority and Mandate is terminated by me / us by giving you notice in writing

of no less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above.

The individual payment instructions so authorized to be issued must be issued and delivered as follows:

i. On the 1st day ("payment day") of each and every month commencing on . In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account

ii. Monthly; on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due;

iii. Weekly; on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due;

I / We understand that the withdrawals hereby authorised will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment instruction. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

#### **Mandate**

I / We acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned bank as if the instructions had been issued by me/us personally.

#### **Cancellation**

I / We agree that although this Authority and Mandate may be cancelled by me / we, such cancellation will not cancel the Agreement. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you. A mandatory charge of 40(forty) percent will be levied. Fitbar management reserves the right to look at each cancellation in its individual capacity and its validity based on relevant documentation provided.

#### **Assignment**

I / We acknowledge that this Authority may be ceded to or assigned to a third party if the agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Authorised signature: \_\_\_\_\_

Full Names and Surname: \_\_\_\_\_ Legal Guardian  
 \_\_\_\_\_ Consultant \_\_\_\_\_.

