

# MONTH TO MONTH CONTRACT APPLICATION FORM

## 24HR GYM

### PERSONAL DETAILS (BLOCK CAPITALS)

### MEMBERSHIP APPLICATION FORM

Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Other:	Gender: Male <input type="checkbox"/> Female <input type="checkbox"/>	Age:
First Name:	Date of Birth:	
Last Name:	Occupation:	
Address:	Tel Home:	Tel Work:
	Mobile phone:	
	E-mail:	
City:	Emergency Contact Name:	
State:	Postcode:	Emergency Contact Number:

### MEDICAL HISTORY (Please Tick if any of the following apply ALSO INFORM YOUR INSTRUCTOR PRIOR TO YOUR INDUCTION)

<input type="checkbox"/> Type 1 Diabetes	<input type="checkbox"/> High Cholesterol	<input type="checkbox"/> Arthritis	<input type="checkbox"/> Migraines
<input type="checkbox"/> Type 2 Diabetes	<input type="checkbox"/> Cigarette Smoker	<input type="checkbox"/> Limited Range of Motion	<input type="checkbox"/> Persistent Fatigue
<input type="checkbox"/> Heart Disease	<input type="checkbox"/> Overweight	<input type="checkbox"/> Foot Problems	<input type="checkbox"/> Stomach Problems
<input type="checkbox"/> Heart Attack	<input type="checkbox"/> High Blood Pressure	<input type="checkbox"/> Knee Problems	<input type="checkbox"/> Hernia
<input type="checkbox"/> Heart Murmur	<input type="checkbox"/> Low Blood Pressure	<input type="checkbox"/> Back Problems	<input type="checkbox"/> Cancer Surgery
<input type="checkbox"/> Dizziness or Fainting	<input type="checkbox"/> Asthma	<input type="checkbox"/> Recently Broken Bones	<input type="checkbox"/> Vein or Circulation Problems
<input type="checkbox"/> Epilepsy or Seizures	<input type="checkbox"/> Other Lung Problems	<input type="checkbox"/> Stroke	<input type="checkbox"/> Are you Pregnant
<input type="checkbox"/> Has a Doctor or Physio imposed any exercise restrictions? If so, please describe:			
<input type="checkbox"/> Please indicate any other Medical Conditions or Restrictions that you may have:			

### MEMBERSHIP DETAILS

Please note this is NON NEGOTIABLE

**\$15.00 per week**

<b>Joining Fee - \$49.00</b>	<input type="checkbox"/> Eftpos Payment	<input type="checkbox"/> Credit Card Payment	<input type="checkbox"/> Cash Payment (No Chq)
<b>Weekly Payment Fee \$13.90 + (\$1.10 EziDebit Fee)</b>	<input type="checkbox"/> Debit from Bank	<input type="checkbox"/> Debit from Credit Card (No Chq)	

### HOW DID YOU HEAR ABOUT US? (please tick)

<input type="checkbox"/> Mail	<input type="checkbox"/> Internet	<input type="checkbox"/> Newspaper	<input type="checkbox"/> SMS	<input type="checkbox"/> Signage	<input type="checkbox"/> Leaflet
<input type="checkbox"/> Gym Member:	<input type="checkbox"/> Facebook	<input type="checkbox"/> Van	<input type="checkbox"/> Other:	<input type="checkbox"/> Website	<input type="checkbox"/> Doctor Referral

***I have Read and Agree to Accept the Terms and Conditions of Membership.***

Signature of Member:	Date of Signature:
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24HR GYM Pty Ltd, 47 Torquay Road, Pialba, Hervey Bay 4655, QLD. Australia Ph. 07) 4124 5033. www.herveybay24hrgym.com.au

FOR OFFICE USE ONLY

Membership No.

Date Entered.

Entered By.

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**MEMBERSHIP PERIOD.**

You are signing an application for a membership. When your application has been accepted it will be for a month to month period of time. You are free to leave at any time. You must however fill out a cancellation form provided giving us a minimum of **4 weeks** notice and return it to the Gym between 9am – 5.30pm Monday – Friday and obtain a receipt. All contracts are rolling contracts until a cancellation notice is received. **An upfront cancellation fee applies.**

**OVERDUE PAYMENTS.**

It is your responsibility to keep your account in funds and to pay all your own bank fees, including any fees your bank charges if your account is overdrawn because of a Debit Payment.

**DEFAULT ON PAYMENTS**

If you default on your payments you will be notified via **SMS, Email and/or Letter** and you will be charged an administration fee of \$11.90 and on any subsequent defaults. Upon Third attempt to resolve this issue if no resolution is made your account/membership will be suspended or cancelled.

**MEMBERSHIP ENTITLEMENTS.**

Your membership entitles you to make full use of the Gym facilities on a first come first served basis. It does not cover the cost of specialist services. Personal Trainers and other specialists may operate from club premises. They are not employees or agents of ours, but operate as independent businesses. Where you choose to make use of their services, you must enter into a contract directly with them, and pay them separately

**FEES.**

A Joining fee applies to all new members. You agree to pay the Joining fee on signing the application form, and a payment in advance covering all regular payments which fall due before your Direct Debit can be activated.

Further regular payments, to be made by Direct Debit to us from your designated bank account or credit card, beginning on the date specified in the application form. You must sign a Direct Debit form before we will accept this contract. You agree to notify us and complete a replacement Direct Debit form if you change your bank account.

**GYM RULES.**

You agree to comply with all current rules for members. You must not carry out any illegal acts on Gym premises, and you must comply with our health and safety requirements, including those directed to your own health and safety. If you carry out any activity, which we consider is offensive or a danger to you or any other person, we reserve the right to require you to leave the Gym immediately. Rules may change from time to time. Rules are on the Gym's website. [www.herveybay24hrgym.com.au](http://www.herveybay24hrgym.com.au)

**TERMINATION OF THIS AGREEMENT.**

**By you the Member** - For debit payment memberships **It is your responsibility to give us 4 Weeks notice of your intention to terminate by filling out the cancellation form provided. We will NOT except any other form of notice.** We will be entitled to continue to regularly accept your fees on the agreed basis until we receive the said document, as per directions in the 1<sup>st</sup> paragraph membership period.

**By 24HR Gym Pty Ltd** - At any time we can terminate your membership immediately by giving you notice in writing, if you breach any term of this contract, including; Failing to pay any fee on the due date, Breaching any Gym rules, Carrying out any illegal, offensive or unsafe activity on Gym premises.

If we do terminate your membership because of your breach of this agreement, we are still entitled to recover all the fees owing to us for the full Minimum Period of this agreement.

**ADMINISTRATION.**

Appropriate covered footwear, **deodorant**, and a shirt must be worn. Also a towel to be used at all times whilst in the Studio.

**Weights MUST be returned when you have finished.**  
**Memberships are not refundable or transferable.**

24 HR Gym Pty Ltd members are responsible for their smart card.  
**Shared Fitness access with a non-member can result in forfeiture of membership effective immediately. YOU MUST NOT ALLOW ACCESS TO ANYONE ELSE EVEN IF YOU THINK**

**THEY ARE A MEMBER again this will result in forfeiture of membership effective immediately.**

Each member must respect other gym users and behave in an appropriate manner at all times.  
24 HR Gym Pty Ltd Staff reserve the right to remove members not complying with terms and conditions of their membership.

**ACCESS AND SMART CARDS.**

All members must swipe their access cards/keyring tag upon entry for insurance purposes.

Members can obtain a replacement access card or keyring tag if it is lost or stolen. Replacement cards or keyring tags are available at a cost of \$25 for a card and \$28.50 for a key ring tag.

If the access card or key ring card is not returned upon cancellation a 2 week Direct Debit fee will be added to your 4 Weeks notice or you can pay an up front fee of \$25 or \$28.50.

**RELEASE AND INDEMNITY.**

I agree that 24HR Gym Pty Ltd will not be obliged to give me any refund if I fail to use my membership or if I terminate my contract for any reason.

I agree that I participate in any Gym activity at my sole risk and responsibility.

I release, indemnify and hold harmless 24HR Gym Pty Ltd, 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 an injury, loss, damage or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever.

**24HR GYM PTY LTD**

**ACKNOWLEDGMENT RELEASE AND ASSUMPTION OF RISK**

**WARNING:** This is an important document which affects your legal rights and obligations. Read it carefully and do not sign it unless you are satisfied that you understand it. If you have any questions please ask your 24 HR GYM representative.

**ACKNOWLEDGMENT OF RISKS, INJURY AND OBLIGATIONS**

**I ACKNOWLEDGE** that GYM activities are **dangerous recreational activities** and that by participating in them I am exposed to certain risks.

**I ACKNOWLEDGE AND UNDERSTAND** that whilst participating in GYM activities:

- I may be injured, physically or mentally, or may be killed, or my personal property may be lost or damaged.
- Other persons participating in fitness centre activities may cause me injury or may damage my property, or I may cause injury to other persons or damage their property.
- The conditions in which the fitness centre activities are 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 contract of 24 HR Gym Pty Ltd.
- I assume the risk of and responsibility for any injury, death or property damage resulting from my participation in fitness centre activities.
- To the fullest extent permitted by law, I release and indemnify 24HR Gym PTY LTD 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.

**PLEASE READ AND INITIAL NEXT TO EACH POINT TO CONFIRM YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS.**

**I confirm that by signing this Membership Application document I have read it and understand its terms and conditions and also how it may impact on my rights.**

.....  
Name

...../...../.....  
Signature of Member

.....  
Date