



Financial Institution: \_\_\_\_\_  
 BSB: \_\_\_\_\_ Account #: \_\_\_\_\_  
 Account Name: \_\_\_\_\_  
 Credit Card Type: M/C Visa  
 Credit Card #: \_\_\_\_\_  
 Credit Card - Expiry Date: \_\_\_ / \_\_\_

# MEMBERSHIP FORM

Full Name \_\_\_\_\_  
 Address \_\_\_\_\_ Suburb \_\_\_\_\_ Postcode \_\_\_\_\_  
 Birth Date \_\_\_\_\_ Mobile \_\_\_\_\_  
 Home No \_\_\_\_\_ Employer \_\_\_\_\_  
 Email \_\_\_\_\_  
 Emergency Contact and Phone # \_\_\_\_\_

## MEMBERSHIP

- |                                     |   |                                     |
|-------------------------------------|---|-------------------------------------|
| <input type="checkbox"/> Standard   | <input type="checkbox"/> Gentle Exercise  | <input type="checkbox"/> 12 Month   |
| <input type="checkbox"/> Corporate  | <input type="checkbox"/> Southern Beaches | <input type="checkbox"/> 6 Month    |
| <input type="checkbox"/> Concession | <input type="checkbox"/> 24 Hour Access   | <input type="checkbox"/> 3 Month    |
| <input type="checkbox"/> Student    | <input type="checkbox"/> Upfront          | <input type="checkbox"/> 1 Month    |
| <input type="checkbox"/> Gym Visit  | <input type="checkbox"/> Direct Debit     | <input type="checkbox"/> 10 Visit   |
| <input type="checkbox"/> Hot Yoga   | <input type="checkbox"/> Casual Visit     | <input type="checkbox"/> 7 Day Pass |
| <input type="checkbox"/> Member     | <input type="checkbox"/> Non-Member       |                                     |

### HOW DID YOU HEAR ABOUT US?

<input type="checkbox"/> Radio	<input type="checkbox"/> Website
<input type="checkbox"/> Newspaper	<input type="checkbox"/> School
<input type="checkbox"/> Television	<input type="checkbox"/> Facebook
<input type="checkbox"/> Yellow pages	<input type="checkbox"/> Twitter
<input type="checkbox"/> Work	<input type="checkbox"/> Promotional Flyer
<input type="checkbox"/> Friend/Referral	<input type="checkbox"/> Walk In

M'ship Card # \_\_\_\_\_ Total Paid \$ \_\_\_\_\_  
**DD Ongoing Membership**  
 (Initial box if you understand this is an Ongoing Membership Contract after your first 12 months)

Cash Payment  Eftpos  Cheque  
**DD Failed Payment Fee**  
 (Initial box if you understand you will be Charged a BANK FEE from Ezypay if You Fail you weekly debit for ANY REASON)

## TERMS AND CONDITIONS

These Terms & Conditions form an agreement between Fitness Revolution and each member of each casual or other visitor or user of a Fitness Revolution ("You"). By applying to Fitness Revolution for Membership, You agree to be bound by these Terms & Conditions. Unless otherwise stated in this Agreement, all applications must be accompanied by payment in full of the corresponding fee. All current fees are available on the Website or in hard copy at Fitness Revolution. Fitness Revolution uses Ezypay to manage payments for the Direct Debit Option. **If You elect to pay your Membership using the Direct Debit Option, You must agree to the Ezypay Terms & Conditions which can be found at [www.ezypay.com.au](http://www.ezypay.com.au). Any failed direct debits will incur a dishonour fee. At the expiry of the 12 month term, the Direct Debit Option will automatically continue on a weekly basis unless expressly cancelled by You in accordance of this Agreement. If You fail to make payment of any amount owing to Fitness Revolution in accordance with this Agreement, Your access to Fitness Revolution will be suspended until such time as full payment is made. Memberships subject to the Direct Debit Option may be cancelled by providing 30 days written notice to the Centre Manager. All cancellations take 30 days to process and the following cancellation fees (which are subject to change) will apply: in respect of Direct Debit Option Memberships that are cancelled during the first 12 months of the term – \$150.00.** All new Memberships of 3 months or more are subject to a seven (7) day cooling-off period. During the cooling off period, You may cancel Your Membership in writing to Fitness Revolution, less an administration charge (in accordance with the [Fitness NSW Code of Practice](#)). You must be at least 14 years of age to be eligible for Membership (unless medical clearance is provided). You must present Your Membership card to gain entry into Fitness Revolution. If another person attempts to use Your card, that person will be refused entry into Fitness Revolution. Your card will be retained by Fitness Revolution and the person attempting to use Your card will be questioned. Staff will notify You that Your card has been used fraudulently. If it is found that You voluntarily gave your card to a person for the purposes of fraudulently gaining entry to Fitness Revolution, Your Membership will be cancelled without refund. All members over the age of 14 years must have their photograph taken for use in Fitness Revolution's database. You must not use the Fitness Revolution Facilities or participate in the Fitness Revolution Programs if such use or participation will adversely affect your physical or mental wellbeing; Fitness Revolution is in no way responsible for determining whether you are physically or mentally able to use the Fitness Revolution Facilities or participate in the Fitness Revolution Programs; You have made the necessary enquires and received the necessary medical advice to ensure Your use of the Fitness Revolution Facilities and participation in the Fitness Revolution Programs will not in any way whatsoever adversely affect Your health or wellbeing (physical or other); You will use the Fitness Revolution Facilities and participate in the Fitness Revolution Programs at Your own risk; You must conduct Yourself in accordance with Fitness Revolution's policies and procedures; Fitness Revolution will in no way be responsible or liable for any loss, damage or theft to any of Your personal property arising out of or in connection with Your use of Fitness Revolution. Fitness Revolution may immediately suspend and/or terminate a Membership at any time if Fitness Revolution determines, in its absolute discretion, that You have failed to comply with these Terms & Conditions or otherwise acted in a manner detrimental to Fitness Revolution patron or other members, staff, employees, contractors or agents. Unless expressly agreed otherwise, in the event Your Membership is suspended or terminated, Fitness Revolution is not obliged to refund any fees paid by You.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Staff Name: \_\_\_\_\_



# INDEMNITY FORM

## ACKNOWLEDGEMENT 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 reception staff at Fitness Revolution. You or Your child's participation in any Fitness Revolution is a recreational activity which involves a risk of physical harm, injury or damage to You or Your child. Physical harm that might arise from You or Your child's participation in a Fitness Revolution Program, but is not limited to, joint and muscle sprains and strains, bruising, concussion, cuts and abrasions, dehydration, dental damage, joint injuries, nose injuries, stress fractures and bone/joint/muscle breakages. The degree of risk and extent and type of physical harm, injury or damage may vary depending on the nature of Fitness Revolution Program.

Participant's name: \_\_\_\_\_

### *Indemnity and Liability*

You hereby release and indemnify Fitness Revolution (and its employees, agents and contractors) from and against any claims loss, liability, damage (whether of a direct, indirect or consequential nature) in relation to the following:

- (a) Your Membership;
- (b) You may cause injury to other persons or damage their property;
- (c) Your participation in any Fitness Revolution Programs;
- (d) The conditions in which the activity is conducted may vary without warning;
- (e) Any other act or omission of You, Fitness Revolution or an employee, agent, contractor or another member of Fitness Revolution) in connection with the subject matter of this Agreement;
- (f) You may be injured, die or suffer damage to your property as a result of the negligence or breach of contract of the Fitness Revolution Operator;
- (g) Being injured, physically or mentally or you may die;
- (h) There may be no or inadequate facilities for treatment or transport of you if injured;
- (i) Your personal property may be lost or damaged;
- (j) You assume the risk and responsibility for any injury, death, or property damage resulting from my participation in the activity.
- (k) Other persons participating in such activity may cause injury or may damage my property;

Except as provided in this Agreement (and to the extent permitted by law), Fitness Revolution makes no warranties (express or implied) in respect of the Fitness Revolution Facilities, the Fitness Revolution Programs or your use of or participation in the same. Fitness Revolution does not hold licences for APRA and PPCA on behalf of hirers / contractors. It is the sole responsibility of the hirer / contractor to ensure that any music required for use at any Fitness Revolution facility is covered until their own licence agreements held with, but not limited to APRA and PPCA. Without limiting the generality of the above, Fitness Revolution makes no warranty regarding the software and technology used by Fitness Revolution in respect of the management and administration of Memberships (the Software). You acknowledge and agree that Fitness Revolution will not be liable for any loss or damage arising out of or in connection with the:

- (a) The Software; or
- (b) Any unauthorized, fraudulent or negligent use of the Software.

### *Complimentary Passes (1 and 7 day)*

Complimentary Passes may be given to the general public at the discretion of Fitness Revolution and are limited to one pass per person. Use of Complimentary Passes is subject to these Terms & Conditions and any other conditions Fitness Revolution may impose (such as periods and dates available for redemption and use). Complimentary Passes can only be redeemed by guests 16 years and over and in person with a Fitness Revolution staff member. Facility tour, photo ID and enrolment form must be completed prior to use. The complimentary 7 day pass is valid for 7 consecutive days and cannot be broken up into 1 day per week for 7 weeks. Complimentary Passes are not available with any other offer or discount and are not redeemable for cash, transferable or exchangeable. All rights reserved by Fitness Revolution. In consideration of the acceptance of my payment for participating in the activity (and except to the extent that the same may be precluded by statutes) I AGREE TO RELEASE AND INDEMNIFY Fitness Revolution Centre Operator. I ALSO AGREE THAT in the event that I am injured or my property is damaged, I will bring no claim, legal or otherwise, against Fitness Centre Operator in respect of the injury or damage.

Signed by: \_\_\_\_\_ Date \_\_\_\_\_

## WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

I \_\_\_\_\_ being the parent or guardian of the person named in this acknowledgement hereby acknowledge and agree; I have read the whole of this document and understand it, I consent to the person named in this acknowledgement and release participating in the activity; and I am aware of the risks, dangers and obligations set out above in this acknowledgement and release in consideration of the person named in this acknowledgement and release being accepted to participate in the activity I agree to release & indemnify the Fitness Revolution Operator in the same manner and the same effect and extent as if I were the person first named in this acknowledge and release the person participating in the activity.

Signature of parent/guardian: \_\_\_\_\_ Date \_\_\_\_\_