

Ultimate Fitness Richards Bay

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 Richards Bay
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ATHLETE INFORMATION, MEMBERSHIP CONTRACT, INDEMNITY & RELEASE OF LIABILITY

PERSONAL INFORMATION

FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____

SUBURB: _____ POSTCODE: _____

PHONE: HOME: _____ MOBILE: _____

EMAIL: _____ DATE OF BIRTH: _____

ID NUMBER: _____

EMERGENCY CONTACT INFORMATION

FIRST NAME: _____ LAST NAME: _____

RELATIONSHIP: _____ PHONE: _____

EMAIL: _____

HEALTH DISCLOSURE

	Yes	No		Yes	No
Have you ever had any form of heart disease?			Do you have any current injuries?		
Have you ever experienced shortness of breath, asthma or chest pain?			Are you currently taking any medication?		
Do you have a family history of heart disease?			Do you have any allergies?		
Do you have any problems with your back?			Are you a smoker?		
Do you have high blood pressure?			Do you ever get dizzy?		
Do you have any neck/shoulder problems?			Are there any exercises you know you cannot do?		
Do you have Diabetes?			Are you currently exercising?		
Do you have any hip/pelvis problems?			Is there any reason you know of that you should not participate in exercise?		

IF YOU ANSWERED YES TO ANY OF THE QUESTIONS ABOVE PLEASE PROVIDE DETAILS:

PHOTOGRAPH / VIDEO RELEASE

Participants involved in any activities offered by Ultimate Fitness Richards Bay may be photographed or videotaped during training. The undersigned hereby consents to the use of these images and/or videos without compensation, on the Ultimate Fitness Richards Bay website or in any editorial, promotional or advertising material produced and /or published by Ultimate Fitness Richards Bay.

Initial _____

MEMBERSHIP OPTION (please mark)

Unlimited Package: Members are allowed to join 1 group exercise session every day Monday to Friday. Saturday is an open session and does not form part of your quota of weekly classes. Missed classes may not be accumulated and attended in the following weeks.

Couples rate is extended to any two people who consider themselves in a romantic relationship and reside at the same physical address. **Scholars** must be aged between 14-17 years.

Single (R750.00 pm)

Couple (R1350.00 pm)

Scholars (R640.00pm)

2 Classes p/w: Members are allowed to join 2 group exercise sessions per week, Monday to Friday. Saturday is an open session and does not form part of your quota of weekly classes. Missed classes may not be accumulated and attended in the following weeks.

Couples rate is extended to any two people who consider themselves in a romantic relationship and reside at the same physical address. **Scholars** must be aged between 14-17 years.

Single (R540.00 pm)

Couple (R1000.00 pm)

Scholars (R460.00 pm)

Drop-in (R80.00 per class) – Applies to any non-member who wishes to drop in for a group class. Your current/ previous coach may be contacted for approval.

Private coaching – These sessions are charged at private coaching rates. A monthly fee will be charged to members for the use of the box facilities. Saturday is an open session and does not form part of your quota of private coaching sessions.

Membership period:

Orientation package **6 months**

12 months

Initial _____

WARNING ... Safety first!!

High intensity exercise must be approached cautiously in the beginning, a gradual ramp up of intensity is necessary to allow muscle cells to adapt to the new demands being placed on them. Failure to do so opens the door to a life threatening condition, known as "Rhabdomyolysis".

In short, the muscle cells are damaged, flooding the bloodstream with toxins that can overwhelm the kidneys as they attempt to cleanse the blood, leading to potential shutdown. Ultimate Fitness can cause Rhabdomyolysis. **It is important that you start at a reduced intensity.** Brown urine, complete muscle weakness and /or swelling of joints are warning signs of "Rhabdo".

If you develop these symptoms, seek medical assistance **IMMEDIATELY.**

WAIVER AND RELEASE OF LIABILITY

Express assumption of risk: I, the undersigned, am aware that there are significant risks involved in all aspects of athletic activities and physical training. These risks include, but are not limited to: falls which can result in serious injury or death; injury or death due to negligence on the part of myself, my training partner, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s).

I understand that the training may involve weightlifting, gymnastics movements, strenuous bodyweight exercises and other high exertion activities, and that I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during my training session. I understand that should I feel light-headed, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity and inform my trainer.

I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at, or under direction of Ultimate Fitness Richards Bay. I am aware that this agreement is ongoing and will apply to all future occasions I participate in athletic activities and training at Ultimate Fitness Richards Bay.

I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

Initials: _____

Release: In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered by Ultimate Fitness Richards Bay, I, the undersigned hereby release Ultimate Fitness Richards Bay, their principals, agents, employees, trainers, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

I give permission for Ultimate Fitness Richards Bay staff and trainers to seek emergency medical services for me should I become injured or ill, with the understanding that I am responsible for any expense incurred.

If I am signing on behalf of a minor child, I also give full permission for any person connected with Ultimate Fitness Richards Bay to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well being of the child.

Indemnification: The participant recognises that there is risk involved in the types of activities offered by Ultimate Fitness Richards Bay. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs.

I further agree to indemnify and hold harmless Ultimate Fitness Richards Bay, their principals, agents, employees, trainers, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by Ultimate Fitness Richards Bay, at the main building or abroad.

This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to the main building, and/or any area selected for training by Ultimate Fitness Richards Bay.

A. MEMBERSHIP DETAILS

Class schedules are subject to change.

Membership fees are subject to annual increase and changes.

Memberships are paid in advance of service on/before the 1st day of each month via debit order. All members must please complete a debit order mandate. Members agree to promptly notify Ultimate Fitness Richards Bay in writing of any changes of address, phone, and/or bank account/credit card information.

B. LATE PAYMENT/ INSUFFICIENT FUNDS IN ACCOUNT

Membership is paid in advance at the beginning of the month. Any non-payments or late payments will be communicated, the member will be expected to rectify payment immediately. Ultimate Fitness Richards Bay or its assigns reserves the right to add the following fees to the members account balance should any of the following occur: Declined/insufficient funds charge R50.00; Change membership type fee R50.00; Late fee R50.00. **Members will be liable to pay the dues and fees incurred even if they do not use the facilities.**

C. CANCELLATION OF MEMBERSHIP

At the end of the term of a membership contract, it shall continue in effect on a 6 month basis unless new rates or package options have been installed OR if the member has provided a written 30 Day notice of termination.

Please remember partial months are not permitted. If a member cancels on or after the 2nd of any month, then a payment will still be due the following month on the 1st. There are no refunds for membership fees, and Ultimate Fitness Richards Bay will not prorate a canceled membership.

Cancellation Rights: Members may cancel the membership contract before contract expiry for one or more of the following reasons by delivering a 60 Day written notice of cancellation to: Ultimate Fitness Richards Bay, Shop 16 Lakeside Mall, East Central Arterial, CBD, Richards Bay, 3900.

1. Relocation: If a member moves his/her residence more than fifty (50) kilometers from the Facility, Member may cancel his/her membership subject to a One Hundred and Fifty Rand (R150.00) service charge.

2. Death; Disability: In the event that a Member dies or becomes disabled, then upon notice to Ultimate Fitness Richards Bay the Agreement shall terminate as of the date Member could no longer use the membership. For purposes of this provision, "disability" means a condition which precludes the member from physically using the facilities as verified by a physician.

D. DRESS CODE

Members are expected to wear appropriate training clothes (we squat, run, jump and lift, make sure you are comfortable).

E. LOST ARTICLES

There is a designated bin for lost articles. Please visit it and recover any articles that belong to you. Any uncollected items will be donated to charity if not recovered.

F. SMOKING, FOOD AND DRINK

Smoking in or near the building is prohibited. Please ensure that food and drink items are kept off the training floor.

G. CHILDREN

We do not have care facilities for children. Children are not allowed to participate or play with equipment during scheduled classes. Please ensure that, should you decide to bring children, they do not cause disruption to classes, other members or coaches.

H. MEMBER CONDUCT

Respect for yourself, your fellow members, equipment and your coaches is essential at Ultimate Fitness Richards Bay. Should you not conduct yourself in this manner, the matter will be brought to your attention and your cooperation will be expected.

No coaching by members will be tolerated. Feel free to encourage your fellow members during their efforts in sessions. However, members are expected to ask and refer any questions from other members to the coach overseeing the class. Appointed coaches are trained, certified and deemed responsible for the safety of athletes.

I. DAMAGES

Members will be expected to pay for any damages to Ultimate Fitness Richards Bay's property which results from the wilful or negligent conduct of member, member's guest or children.

J. RULES AND REGULATIONS

The management of Ultimate Fitness Richards Bay reserves the right to terminate membership of anyone who does not adhere to the rules and regulations. Ultimate Fitness Richards Bay reserves the right to amend rules, conditions of membership, all schedules, services and facilities offered by Ultimate Fitness Richards Bay

NOTE TO MEMBERS: Friends and visitors are always welcome to come support and cheer you on during scheduled classes. Should they be interested in participating further, they may sign up for our Orientation class and Introductory Series.

I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission.

I understand that by signing this form I am waiving valuable legal rights.

Signature of participant: _____

Date: _____

If the participant is under the age of 18:

Signature of parent/guardian: _____

Print Name: _____ **Date:** _____