

## **FITHUB PORT CHALMERS LIABILITY WAIVER AND TERMS & CONDITIONS**

### 1. Acknowledgment of Risk

I understand that participation in physical exercise, strength training, and use of gym equipment at FitHub Port Chalmers involves inherent risks, including but not limited to:

Muscle strains, sprains, or tears, joint injuries, cardiovascular incidents, accidents from equipment misuse or failure, slips, falls, and other facility-related hazards

I acknowledge that I am voluntarily engaging in activities at FitHub Port Chalmers and accept full responsibility for any injury or health issue that may result.

### 2. Medical Clearance

I confirm that I am in good physical condition and have either received medical clearance to exercise or have voluntarily chosen to participate without such clearance. I will inform FitHub Port Chalmers staff of any relevant medical conditions.

### 3. Release of Liability

To the fullest extent permitted by New Zealand law, I hereby release and discharge FitHub Port Chalmers Ltd, its owners, employees, contractors, and agents from any and all claims, demands, or causes of action related to any injury, loss, or damage incurred while on the premises or participating in gym-related activities, including negligence.

### 4. Use of Facilities and Equipment

I agree to use the facilities and equipment in a safe and responsible manner. I understand that failure to follow staff instructions or posted rules may result in suspension or termination of my membership.

### 5. Personal Property

I understand that FitHub Port Chalmers is not responsible for any lost, stolen, or damaged personal belongings.

6. Photos and Media (Optional) (We can not guarantee that you wont be in the background of someone else's video or photo, but if any staff is filming we will do our best to ask everyone if they don't want to be in the shot, but please tell us if you see us filming and we will not use it for the statement below...)

I consent to the use of photos or videos taken of me during training sessions or gym use for promotional purposes. This includes other members taking photos or videos.

### 8. Agreement and Understanding

I have read this waiver in full and understand its contents and agree to these terms.

## Terms and Conditions

1. I acknowledge that using FitHub Port Chalmers' premises, facilities, equipment, or training services involves an inherent risk of injury or even death.
2. I acknowledge that I am voluntarily participating in any training, including the associated use of FitHub Port Chalmers' premises, facilities, equipment, or other services with the knowledge of the risks involved. I accept these risks.
3. I warrant that I am not suffering from any condition, disease, incapacity, or other impairment that would prevent me from participating in any training. I warrant that I have provided to FitHub Port Chalmers all information regarding my medical condition(s) and have sort appropriate medical advice.
4. I acknowledge that while FitHub Port Chalmers will take practical steps to reduce the risks, and ensure the safety of equipment and facilities used for Training, it is not possible for FitHub Port Chalmers to eliminate all risks.
5. I hereby waive, release, and discharge FitHub Port Chalmers, its officers, employees & contractors from and against any and all liability for any loss, damage, injury, expense, demand, or cause of action that I may suffer from respect to personal injury, death, damage to or destruction of property, theft or otherwise that may arise as a result of my presence in or of the facilities and equipment for Training or otherwise to the maximum extent permitted by New Zealand law.
6. I agree to indemnify and hold harmless FitHub Port Chalmers, its officers, employees, agents, contractors, assigns, and successors from any and all losses, liabilities, damages, costs, and expenses that they may incur, for any whatsoever, that may arise as a result of my participation in any Training and my presence in, upon or about FitHub Port Chalmers' premises. This will also include any costs incurred in referring any overdue accounts to a collection agency or solicitor.
7. I acknowledge that all lump sum memberships are non-refundable.
8. I acknowledge that upon cancellation of my membership I will be charged \$20 if I don't return my key-tag before cancelling.
9. I acknowledge that cancelling an annual membership within any annual period will incur a \$99 cancellation fee, or the remainder of the annual membership. (whichever is less)
10. I acknowledge that I need to give 3 days written notice to cancel my membership. (This must be via email only)
  - 10.a. Membership will only be cancelled once the key tag is returned or paid for, and there are no outstanding membership fees owed.
  - 10.b. All Memberships are billed in advanced, so no refunds of partial billing cycles will be given.
11. I acknowledge that I am only eligible for a youth membership between the ages of 16 - 21 years of age as proven with ID and once I am 21 years of age or older I will automatically be upgraded to a full membership and a full membership price. (Youth memberships only apply if they are on offer)

11.a. I acknowledge that I am only eligible for a Teen membership between the ages of 12 - 16 years of age and with parent permission. Teen memberships have restricted access, 6am-7pm weekdays and 8am-5pm weekends. Access outside these hours can only occur when accompanied by a registered guardian. Once the Teen reaches age 16 the membership will automatically be increased to the Youth membership rate.

12. I acknowledge that when placing a membership on hold I will not be charged for the hold period, however I may be charged for a future membership period while my membership is on hold.

13. I acknowledge that a failed payment for any reason may result in a failed transaction charge. This can differ between banks and card types. These charges are added by the debit company not FitHub Port Chalmers.

14. I acknowledge that all personal training sessions are to be paid in full prior to the training session, and if cancelled within 12 hours will result in forfeiting that session and be charged at the full rate.

15. I acknowledge that upon falling into membership arrears, after reasonable efforts by FitHub Port Chalmers to help me clear my membership arrears my account will be passed to debt collection.

16. I acknowledge and agree to a minimum term of 8 weeks for my membership and that I will be charged for a full 8 weeks of this membership regardless of other circumstances.

17. I acknowledge that I have read these terms and conditions and fully understand these terms and conditions, and have signed them voluntarily.