

AGREEMENT AND CONDITIONS

Member Name:
Membership Number:
Centre:

1. Supervision by Staff

- 1.1. I understand that outside of stipulated staffed hours the centre will be unstaffed and no staff will be onsite to offer any assistance or exercise direction or first aid treatment.
- 1.2. I acknowledge that during unstaffed times there will be no monitoring of the safety of equipment of facilities, should an item fail, be damaged or some other risk eventuate.

2. Orientation

- 2.1. I have been shown how to access the centre during unstaffed hours.
- 2.2. I have been advised of fire exit locations to be used in the event of an emergency requiring evacuation.
- 2.3. I have been shown the location of duress pendants and alarms. I understand that I must wear an alarmed duress pendant at all times when I am in the centre alone.
- 2.4. I accept failure to return a duress pendant to the designated area will result in a \$100 replacement fee being charged.
- 2.5. I accept vandalism made to the pendant including but not limited to writing on or engraving will result in a \$100 replacement fee
- 2.6. I understand that the duress pendant or alarm shall only be activated in the event of an emergency and for any false activation I will be charged the associated callout fee by security and emergency services.
- 2.7. I have been shown the location of the first aid kit, defibrillator, fire extinguishers, emergency exits and assembly areas
- 2.8. I have been shown and understand that I am required to use the safety features on exercise equipment during unstaffed hours.
- 2.9. I have been advised and accept that when using heavy weights that I should ensure a spotter is available.

ORIENTATION DATE
Member Initial

3. Health and Age

- 3.1. I agree by signing this agreement I represent that I am in good physical condition and have no reason or impairment that might prevent me from using the equipment at the Centre. I accept I repeat this representation each time I use the facility.
- 3.2. I acknowledge the YMCA South Australia strongly advises to take expert advice prior to commencing membership or prior to commencing a new exercise program. I will monitor my physical condition at all times and exercise at a level that is appropriate to my health and any medical advice I have obtained.
- 3.3. YMCA South Australia staff are not medically trained and cannot assess whether an individual is in a fit state to participate in physical activity.
- 3.4. I agree by signing this agreement I am at least 18 years old, and aware that after-hours access is restricted to those 18 and over.

4. Use of Facility and Equipment

- 4.1. I am aware that negligent damage or loss of my after-hours access fob resulting in the requirement for a replacement will incur a \$30 replacement fee.
- 4.2. I understand and accept that I must return my after-hours access fob upon cancelling my membership.
- 4.3. I am aware that a towel is required to be used at each workout, no denim clothing is to be worn in the gym and that appropriate footwear is required. I accept if I enter the gym without a towel, wearing denim or without appropriate footwear I will be under CCTV recording and this could cause my 24/7 access to be ceased.
- 4.4. I accept the practice of not sharing equipment with other gym users is not considered fair or reasonable behaviour. I accept as a YMCA South Australia member I will show respect for all YMCA South Australia members and equipment at all times. Failure to comply may result in the suspension or cancellation of my membership.
- 4.5. I accept that I will be liable for replacement or repair charges for any damages I cause to equipment, fittings or other YMCA South Australia property whilst I am in the centre.
- 4.6. I am aware towels are to be placed on equipment when in use and disinfectant spray bottles and paper towels are to be used to wipe down equipment after use.
- 4.7. I understand and accept I am not permitted to allow entry to the centre to any person during unstaffed hours under any circumstance. I accept I will be charged a \$250 non-compliance fee and risk termination of my membership for allowing unauthorised entry to the centre.
- 4.8. I agree to only access designated after-hours areas such as the gym and select change rooms and group fitness spaces. Any attempted or actual access of any area not designated for after-hours access will result in a \$250 non-compliance fee and risk of membership termination. Areas and rooms not available for after-hour access will be explained to you in your orientation, often including meeting and office spaces, stadium courts, pool areas and any space usually restricted to staff-only access.
- 4.9. I accept that my membership may be suspended or cancelled if I have membership fees owing.
- 4.10. I may bring a guest to the centre during regular staffed hours for which a casual entry fee will be paid. I understand that casual visits are not permitted during unstaffed hours.
- 4.11. The YMCA South Australia reserves the right to refuse entry to any member and has the right to terminate entitlement of use without warning if any member fails to comply with the YMCA South Australia rules of conduct, gym etiquette or displays inappropriate behaviour.

5. Video Recording

- 5.1. I understand the centre is under 24/7 video recording. I acknowledge and accept I will be subject to video recording within the facility (with the exception of bathrooms and change rooms).

6. Warning of potential harm and assumption of risk

- 6.1. I acknowledge and am aware that whilst all reasonable care and skill may be taken by the YMCA South Australia to ensure safe equipment, facilities and provision of service, there are some significant and inherent risks involved in the use of the facilities and exercise equipment. Injuries or illnesses may be serious and include, but are not limited to, muscular strains, ligament and tendon sprains, bone fractures, neck and spinal damage, heart-attack, stroke, permanent disability, death or psychological illness. I understand these injuries or illnesses may impact my future abilities to earn a living, engage in other business, social and recreational activities and generally enjoy life. These injuries may occur from:
- Slipping on a wet floor
 - Tripping on equipment on the floor
 - Being struck by weights
 - Colliding with equipment or other members
 - Engaging in strenuous activities
 - Incorrect use of equipment or centre facilities
- 6.2. I acknowledge and agree that the above mentioned injuries and potential causes of injuries are not exhaustive, and there are other unknown or anticipated risks that may result in injury, illness or death.
- 6.3. I acknowledge that any such injury may result not only from my actions but from the action, omission or negligence of other gym users.
- 6.4. I understand and appreciate the risks from the use of the facilities and equipment, agree that I am participating voluntarily and agree to assume responsibility for those risks.

7. Waiver of Negligence

- 7.1. In consideration of the risks and potential for serious injury, and to the full extent permitted by law, I hereby waive on behalf of myself, my spouse, heirs and executors hereafter, liability against the YMCA South Australia, its employees, volunteers, agents from any and all claims in the event of injury, illness or adverse change in my medical condition or state of health (whether permanent or temporary) which may occur directly or indirectly from my use of the facilities or services provided, including but not limited to – use of equipment (whether supervised or not by YMCA South Australia staff), change rooms, access ways and car park, and any advice or assistance provided by YMCA South Australia employees, volunteers or agents.

8. Indemnification and Release

- 8.1. I agree to indemnify, release and hold harmless the YMCA South Australia its employees, volunteers and agents from any and all liability for any costs that may occur, including but not limited to medical treatment, emergency transportation, legal costs, court costs or investigative costs, resulting from my use of the facility and services. I understand this includes any injury, illness or damage that arises as a result of the actions or inactions of other users of equipment, facilities or services and any activity conducted away from the facility.

9. Liability for Property

- 9.1. I agree and accept the YMCA South Australia is not liable for my personal property that is damaged, lost or stolen whilst in or around the centre including but not limited to: a vehicle and its contents, any property left in lockers or any other area of the centre.

10. Agreement and Enforcement

- 10.1. This document contains the Agreement, Terms and Conditions for use of the facilities and equipment during unstaffed times only and are in addition to the Terms and Conditions included in my Membership Agreement which shall continue to apply during unstaffed times.
- 10.2. If part or all of any provision of this Agreement is illegal or unenforceable, it may be severed from this Agreement and the provisions that remain will continue in force. If YMCA South Australia does not enforce any rights in this agreement for any reason, YMCA South Australia does not waive its right to enforce it later.
- 10.3. I agree by signing this Agreement I am bound by its terms.

Member Name _____ Signature _____ Date _____

Staff Name _____ Signature _____ Date _____