

Dunsborough Gym  
30 Faure Lane  
Dunsborough, WA 6281  
0409138037  
Email: info@dunsboroughgym.com.au  
Website: www.dunsboroughgym.com.au

Dunsborough Gym  
Membership Agreement / Waiver & Release

I, \_\_\_\_\_

On this date of \_\_\_\_\_, join Dunsborough Gym located at 30 Faure Lane, Dunsborough Western Australia, 6281. I will access during the appointed gym hours, according to the length of my fully paid contract (accepting that the gym may have to close at certain times, due to unforeseen circumstances and/or repairs and maintenance). I will have use of the gym facility and all classes at the above address. I will make payments as follows:

- ( ) Annual membership \$653.00                      ( ) 6 month membership \$434.00  
( ) 3 month membership \$260.00                      ( ) 1 month membership \$150.00  
( ) 2 week membership \$100.00                      ( ) 1 week membership \$60.00  
( ) Casual day membership \$20.00  
( ) Monthly direct membership \$54.42 (minimum 12 months)

If you are paying monthly membership through EZYPAY you will have a \$3.26 customer loading fee. If you are paying using your bank account there is a transaction fee of \$1.52 plus \$12.00 per year data storage fee. Visa and Mastercard transactions fee is 3.742% . **If you fail your payment you will be charged \$16.91**

\*This option is only available for a minimum 12 month contract.

**If you would like to cancel you direct debit membership after the 12 month contract is up, you are required to give a month notice in writing.**

If at any time Dunsborough Gym requires identification to be furnished upon entry to the facility and as a condition of using the services, Dunsborough Gym shall be provided such identification. No guests are allowed, every person in the gym must be a fully paid member. Daily membership rates are available for guests. **IF YOU ARE 14 YEARS OLD AND UNDER YOU MUST BE ACCOMPANIED BY A PARENT/GUARDIAN** at all times when participating in any gym activity.

I agree to abide by the rules of Dunsborough Gym. I am responsible for any damage to the equipment which I may cause due to negligence \_\_\_\_\_(initials).

I \_\_\_\_\_ HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge LINCOLN IMP PTY LTD trading as Dunsborough Gym, and it's agents, employees, officers, directors, affiliates, successors and assigns, coaches, teachers and trustees of and from any and all claims, demands, debts, contracts, expenses, cause of action, lawsuits, damages, and liabilities, of every kind of nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises, of, or for the benefit of, DUNSBOROUGH GYM, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, wilful or wanton misconduct.

I understand that the activities, in which I will participate, are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns, administrators, executors and next of kin, I waive all claims of damage, injuries and death sustained to me or my property, that I may have against the aforementioned release party to such activities, including claims in tort, contract, equity or otherwise.

I acknowledge, agree and represent that I understand the nature of Dunsborough Gym, I AM IN GOOD HEALTH and in PROPER PHYSICAL CONDITION to participate in such activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will IMMEDIATELY DISCONTINUE further participation in the activity

By this Waiver, I assume any risk, and take full responsibility and waive and of personal injury; death, damage, or loss of personal property, associated with Dunsborough Gym, including but not limited to using the facility and it's equipment in any manner, form or fashion, and participating and/or engaging in any aerobic activity, taking aerobics classes or other cardiovascular activity classes at the facility, or action sport activities, and/or engaging in weightlifting activities, massage, event or other related activities on and off the premises. \_\_\_\_\_(initials)

This contract will be cancelled if the buyer dies or becomes physical unable to avail him/herself of a substantial portion of those activities which he/she used from the commencement of the contract until the time of the disability, with refund of funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks remaining in the contract term.

Dunsborough Gym may require a buyer or the buyer's estate seeking relief under the paragraph above to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the contract by the buyer shall be established if the buyer furnishes to Dunsborough Gym a certification of such disability by a Physician.

This WAIVER AND RELEASE contain the entire agreement between parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Dunsborough Gym, whether by agreement, by operation of law, or otherwise.

I have read, understood and fully agree to the term of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter this waiver.

Signature:\_\_\_\_\_ Printed name:\_\_\_\_\_

Address\_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_

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#### **WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE**

I, \_\_\_\_\_ being the parent or legal guardian of the person named in this print (print name) \_\_\_\_\_(young person) Acknowledge and Release hereby acknowledge and agree:

- I have read the whole Membership agreement above and understand it.
- I consent to the young person named in the above membership agreement, to participate the activity and
- I am aware of the risks, dangers and obligations set out above in this membership agreement and Waive and release Dunsborough Gym operators or its servants, and agents in respect of injury, death, loss or damage.

In consideration of the person named in the above Membership agreement being accepted to participate in any activity, I agree to Waiver and Release the Dunsborough Gym operators, it's servants and agents, in the same manner and the same effect and extent as if I were the person first named in this Membership agreement and the person participating in any of the activities.

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

**Contact Information**

Address: \_\_\_\_\_  
\_\_\_\_\_

Home number: \_\_\_\_\_

Mobile: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Phone number: \_\_\_\_\_