

Terms and Conditions for

Sweat Running and participating in an exercising program at Sweat Club

- "You" means the member named in the Schedule. "We" and "our" and "us" means the Sweat Club.
- These terms and conditions set out the terms of your Sweat Running Club membership.
- You agree that we have the right to change these terms and conditions, the Rules, the equipment and services available, or fees and charges at any time, at our sole discretion and without prior notice to you.

General Conditions

1. We accept you as a participant of the Sweat Running Club at SweatClub.
2. You must abide by the Sweat Club Rules and these terms and condition at all times when you are in the Sweat Club.
3. You will dress appropriately at all times.
4. Children under the age of 18 years are not permitted to the Sweat Running Club, unless we have received written consent from their Parent / Guardian.
5. Lockers are available for you to use for your personal items during a visit to the Sweat Club. You agree that we (and our staff) are not liable for any claim or expense arising directly or indirectly from any loss, theft or damage to the personal belongings or property of any member in the Sweat Club premises (whether stored in the lockers or otherwise).
6. For your safety you accept that 24-hour surveillance is in operation throughout Sweat Club and agree to it being digitally recorded.

Health and Safety

7. We **strongly recommend** that you seek consent from your doctor prior to participating in the Sweat Running Club and the associated activities at the Club and outdoor facilities.
8. You must inform our staff of any medical condition, pregnancy or other ailment that may affect your participation in the Sweat Running Club and the Sweat Club facilities.

Participation

9. We may cancel your rights to use our facility if you breach the Rules, or engage in conduct which in our view is offensive to other members or clients of the Sweat Club and/or staff and/or represents a health and safety danger.

Exclusion of liability

10. You and your legal representatives agree to hold us (including our staff and agents) harmless from any liability, claims or expenses arising directly or indirectly from any injury, loss or damage, including death, arising directly or indirectly from your presence during the Sweat Running Club at Sweat Club or use of our facilities.

WARNING UNDER THE FAIR TRADING ACT 1999

Under the provisions of the **Fair Trading Act 1999** several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are; rendered with due care and skill; and as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Fair Trading Act 1999** if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form. NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services)

Sweat Running

Name			
Address			
Suburb		Postcode	
Telephone		Date of Birth	
Email			
Emergency Contact		Emergency number	

This is an important document. Please refer to the terms and conditions supplied.

I acknowledge that I have been given a copy of the Sweat Club's terms and conditions prior to participating in the Sweat Running club and that I have read, understand and agree to the Sweat Club's Terms and Conditions that have been supplied to me. In particular, I acknowledge that I am 18 or over and I agree to comply at all times with the requirements for attendance set out in the terms and conditions.

Members Name _____

Signature _____ Date __ / __ / ____

Permission for Child Under 18 to participate in Running Club at SweatClub

Iacknowledge that I am the parent/guardian of and that I have been given a copy of the Sweat Club's terms and conditions prior to my child partaking in the Running Club and that I have read, understand and agree to the Sweat Club's Terms and Conditions that have been supplied to me.

Name _____

Signature (of Child) _____ Date __ / __ / ____

Parent Signature _____ Date __ / __ / ____

CHOOSE YOUR PAYMENT METHOD

Debit from Credit Card

VISA MasterCard AMEX Diners

Card Number:

Expiry Date: /
M M Y Y

Name of Cardholder:

By signing this form, I authorise SweatClub to debit payment of \$from my specified Credit Card.

Signature: Date: