

LIONS DEN GYM & FITNESS CENTRE MEMBERSHIP TERMS AND CONDITIONS

DEFINITIONS: In this agreement, “Club” refers to Tūtaki Youth Inc operating as the Lions Den Gym & Fitness Centre. “I” and “member” means the person(s) whose name(s) and signature(s) appear on this document. Member is responsible for updating contact information.

CANCELLATIONS AND REFUNDS: You have the right to cancel your membership without any penalties. To cancel, simply e-mail the Club info@lionsdengym.org.nz and clearly state that you want to cancel your gym membership. Memberships are non-refundable and non-transferable, and although any payments you have made are non-refundable, all future automatic payments will be cancelled. The following conditions apply for personal training sessions: (1) No-Shows: If a client fails to attend a scheduled session without prior notice, the full session fee will be charged, (2) Late Cancellations: Cancellations made less than 12 hours before the scheduled session will incur the full session fee, (3) Rescheduling: Clients are encouraged to reschedule with more than 12 hours’ notice to avoid charges and to help us accommodate others.

MEMBERSHIP FREEZE: I have the right to freeze my membership for up to three months annually. I understand that I must continue to pay full fees for my membership unless I cancel or freeze my membership. If you are on a direct debit membership, all membership holds are pro-rated based on your fortnightly billing rate.

FEE INCREASES: I agree that the Club may increase my membership fees or any other fees at any time. I understand that the Club will make a fair effort to tell me at least 14 days before by writing to me at the last address I provided (which may be an email address). Where the Club has done so, I authorise the Club to increase any debits from my nominated account in line with this increase.

FACILITIES AND SERVICES: The Club reserves the right at any time to delete, discontinue, repair or replace the facility equipment without any effect on this Agreement. The Club may be closed for up to two weeks each year for maintenance purposes.

MINIMUM AGE: I acknowledge that generally all membership holders of the club must be a minimum of 14 years of age. All minors under the age of 18 must have a parent or guardian co-sign the Membership Agreement.

TERMINATION: In cases where there is cause for termination, the Club retains the right to terminate your membership. Termination may occur if any of the following situations arise: (1) failure to make payments, late payments, or non-payment of fees, (2) interruption or discontinuation of payment for services or membership fees without an acceptable alternative provided by you or your co-signer, (3) non-compliance with membership policies or gym rules, or violation of any part of this agreement, or (4) engaging in improper conduct that is harmful to the best interests of the gym or its members. Termination will become effective upon delivering a written notice to your last known address, through a phone call or via an e-mail to your provided contact details. It's important to note that you remain responsible for any financial obligations until the termination date.

ADMINISTRATION: Upon sign-up, there is a fee of \$10 for obtaining a control access fob. Any replacement access fobs will be at my own expense. For any direct debit memberships, if payment is not made for six weeks or more, your membership may be cancelled with a \$40 cancellation fee, and you will be marked as a bad debtor. Bad debtors are required to pay the cancellation fee before re-joining, and the Club reserves the right to withhold the direct debit membership.

DEBT RECOVERY: If I owe the Club any monies under the Membership Agreement and my failure to pay such monies causes the Club to enter into debt recovery process, then I will indemnify the Club in relation to all costs and disbursements incurred (including but not limited to administration fees, legal costs on a solicitor and client basis, collection agency costs, and bank fees).

TEXT MESSAGES/EMAILS: I understand that I may receive text messages and emails from the Club that relate to my membership. I may also receive commercial/promotional text messages or emails from the Club that I can opt out of.

SEVERABILITY AND WAIVER: If a court finds that any part of any term of this Agreement is or becomes illegal, void or unenforceable, that part is deleted and this does not invalidate the rest of this Agreement. If the Club does not enforce its rights under this Agreement at any time, it does not mean that it may not do so on future occasions.

PAYMENT AUTHORISATION (Direct Debit only): I authorise the Club to pay fortnightly direct debits on my behalf which will start on the next scheduled billing date after my membership starts, unless otherwise directed. These include all amounts which Ezidebit (NZ) Ltd, the initiator of the listed Authorisation code, may initiate by direct debit. These payments will continue unless the membership is cancelled or frozen as instructed in this agreement. I agree to notify the Club of any account changes. I understand that my direct debit includes a fortnightly transaction fee of \$1.20, a one off start-up fee of \$5.50, and I may be subject to a penalty fee of \$21.90 if my direct debit fails on billing day. All penalty fees must be paid in addition with any membership fees.

LIONS DEN GYM & FITNESS CENTRE USAGE TERMS AND CONDITIONS

ACKNOWLEDGEMENT OF RISKS, INJURY, AND OBLIGATIONS: I acknowledge that the activity I am about to engage in is potentially risky, and by participating, I am exposing myself to certain dangers. I am aware of the following points regarding my participation: (1) There is a possibility of sustaining physical or mental injuries or even death (2) My personal belongings may be lost or damaged during the activity (3) Other individuals involved in the activity may cause harm to me or damage my property (4) I may inadvertently cause harm to other participants or damage their property (5) The conditions in which the activity takes place may change unexpectedly (6) In the event of negligence or a breach of agreement by the Club, I may sustain injuries, experience death, or encounter property damage. (7) There might not be adequate facilities available for treatment or transportation in case of injury (8) I willingly assume all risks and accept full responsibility for any injuries, fatalities, or property damage resulting from my participation in the activity. By acknowledging these risks and obligations, I agree to proceed with the activity with a clear understanding of the potential outcomes.

RELEASE AND INDEMNITY: I participate in the activity at my sole risk and responsibility. I release, indemnify and hold harmless Tūtaki Youth Inc. operating as the Lions Den Gym & Fitness Centre, its servants and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage, or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever.

FACILITY: I will always wear appropriate covered footwear and clothing while in the gym facility. All weights and equipment will be put back after use in their respective locations by myself. I will spray and wipe down equipment after use, provided I am not using a towel on equipment. I will not bring any children whatsoever into the gym unless they are partaking in a provided group class. I will ensure the building is secure upon exit. There is no smoking or vaping allowed onsite.

ACCESS FOBs: I understand that access fobs are a requirement to become a member. These are sold as a purchased item and become my property, and I agree that there are no refunds provided for these when I cancel my membership. I may bring a guest during staffed hours only and only after arranging for a pass with Club staff. I understand and agree that I will be responsible for any claims, damages and charges made by or caused by an unauthorized guest I bring into the Club. In being provided an access fob, I agree that: (1) Access fobs are not transferable and if I allow my fob to be used by another person this is a serious breach of terms and conditions and will entitle the Club to terminate this agreement immediately, without notice, and apply a \$40 penalty fee (2) If my access fob is lost or stolen I must notify the Club immediately and the Club reserves the right to charge an administration fee for the provision of a replacement access fob (3) If I do not have my access fob with me, this will more than likely mean that I will not be able to access the Club during non-staffed hours, nor should I expect any other member to let me into the Club (4) I agree that if I fail to pay my membership fees on the due dates for payment, the Club will have the right to terminate this Agreement by giving me written notice of its decision to terminate or at its discretion suspending my membership by deactivating my access fob until all overdue membership fees have been paid.

INDUCTION: To mitigate risk and ensure that a member correctly operates or uses our Club facilities, I understand that I am required to undertake an induction with a Club staff member before use. I understand that this is a requirement prior to using the Club facilities.

RULES AND REGULATIONS: I agree to follow any Club rules posted or communicated by Club staff. The Club may, in its sole discretion, modify its rules or policies without notice at any time.

FILMING PERMISSIONS: Members can film their workouts within the Club for personal use or social media content. However, if other individuals, including background gym users, are present in the video, members must seek permission from those individuals before including them in the footage. Any content used to bully, shame or embarrass other gym users will result in immediate termination. Respecting the privacy and consent of others is essential, and failure to obtain proper permission may result in the member being asked to refrain from filming or using the footage with others present. I understand that the Club uses unmonitored video surveillance and access fob usage is logged, which both may be retained by the Club for future use.

EXCLUSIVE TRAINING RIGHTS: Only Club staff, or those with a formal written agreement with the Club, have the right to train members, perform rehabilitation, corrective exercises and prescribe programming. Members understand that these should be sought exclusively through Club staff, and any unauthorized individuals are not permitted to provide such services within the Club.

PHYSICAL CONDITION AND MEDICAL ADVICE: I confirm that I am in good physical condition and have no medical reason or impairment that would prevent me engaging in unsupervised exercise. I understand and acknowledge that the Club will not and cannot provide me with any medical advice. If I have any health or medical concerns now or after I join, I will discuss them with my doctor before using the Club facilities.

DISCLOSURE OF YOUR PHYSICAL CONDITION: I agree to disclose to the Club all relevant personal health and fitness information both prior to and during engagement in any exercise program, or service the Club provides, as a part of my membership. This is inclusive of any health risk assessment, initial and periodic consultations, and relevant information or recommendations provided to me by my medical or allied health services. I further warrant that I will not use Club facilities, services or products whilst I am suffering from any infections or contagious illness, disease or other ailment or whilst I am suffering from any physical ailment such as open cuts, sores or minor infections where there is a risk to other members and guests

BEHAVIOURS: Our club is deeply committed to a safe and inclusive environment that caters to all individuals, and we have zero tolerance for any form of aggression and obnoxious behaviour, including but not limited to confrontational actions and offensive language and/or gestures. Violating any of these acts will result in immediate termination.