TEMPORARY MEMBERSHIP SLIP IMPORTANT: READ CAREFULLY BEFORE SIGNING THIS SLIP

If this is your first visit to Fitness First you must complete a Pre-Exercise Questionnaire. If you answer 'Yes' to any of the questions in the Pre-Exercise Questionnaire you must consult a GP or appropriate Allied Health Professional to seek clearance/approval to undertake physical activity/exercise in our clubs.

Fitness First

By signing this document, you agree to the following:

- (a) This is your first visit to Fitness First and you have completed and signed a Pre-Exercise Questionnaire; or
- (b) You have previously visited a Fitness First club and you have previously completed and signed a Pre-Exercise Questionnaire. There has been no change to your physical condition since you completed that pre-exercise questionnaire and you warrant that the answers provided are correct as at the date hereof.

You consent to receiving promotional information from Fitness First unless you have ticked the box in the top right hand corner of this form. Fitness First will rely on the information which you give us (including the information above) in giving you access to Fitness First clubs.

Please sign below to confirm you have received and had the opportunity to read the Membership Terms and Conditions below. It is important that you read and understand these because they will apply to this agreement. By completing this temporary membership slip you acknowledge having read and understood the Membership Terms and Conditions contained in the booklet. You further agree to be bound by those Membership Terms and Conditions.

I believe that to the best of my knowledge, all of the information I have supplied within this questionnaire is correct.

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Signature:	Dato	
Name of Parent/Legal Guardian:*	Date	
Signature of Parent/Legal Guardian*:	Date	
*To be completed by used - Darast 1	Date	

* To be completed by user's Parent or Legal Guardian if user is under the age of 18 years.

Terms and Conditions

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1.1 How old do you have to be?

- You must be at least 14 years old to use our clubs.

If you are under 18, a parent or guardian must sign the temporary membership slip, pre-exercise questionnaire and risk waiver notice.

If you are under 16 you can use cardiovascular equipment, take part in group fitness classes that do not use weights and take part in water-based classes. You may not do unsupervised resistance training or take part in group classes that use weights (including circuits and boxing type exercises).

1.2 What about your health?

On the day you sign your agreement and each time you use our clubs, you promise us that you are in good physical condition and you know of no medical or other reason why you cannot or should not do active or passive exercise.

- Seeking expert advice

Our staff and contractors are not medically trained. They are not qualified to assess if you are in good physical condition and can exercise without risking your health, safety or comfort. If you have any doubts, we strongly urge you to seek expert advice before starting an exercise program.

1.3 How can you protect your health?

- Telling us about your health risks

If you believe any club activities might risk your health, you must tell us this in writing with full details. We may choose to refuse your entry into our clubs until your doctor agrees in writing that you are fit to exercise and you show us proof that you have received medical advice on an appropriate exercise program.

- Managing infections and illnesses

You must not use club facilities if you have an infection, contagious illness or physical ailment, such as an open cut or sore or there is any other risk, however small, to other members and guests.

2. Club Code

You must follow our club code. Some clubs have higher risk areas, such as play zones, swimming pools, steam rooms and saunas. Please read and follow all signs and handouts that tell you what to do, especially in these areas. If you don't understand something, please ask for help.

2.1 What rules apply to our facilities?

- Respecting our equipment

You are responsible for using our facilities and equipment correctly, including adjusting levels or settings. If you are not sure how to operate any equipment, please ask our staff before you use it. Note that you will be responsible for any damage that you cause through a wilful act or negligence.

As a courtesy to other members, please use a clean towel when you use equipment (including exercise mats), keep to the set time limits, keep phone calls to an absolute minimum and put equipment away after use. Note also that you must not use a camera in our clubs without written permission

- Taking care in wet areas

If a club has any wet areas, such as a swimming pool, sauna, steam room or monsoon shower, you may use them. However, note that these areas are unsupervised and you use them at your own risk. You must follow all signs and never run, dive or jump. Please also supervise children closely.

Keeping your belongings safe

We provide lockers you can use while exercising but these are not security lockers. Please keep your access card with you and do not bring valuables into the club. Unfortunately, thefts do happen. We cannot accept responsibility for any loss or damage to your belongings while you are at the club, even if someone breaks into your locker. If you leave belongings in a locker overnight, we may remove them. We give lost property to charity each month, including unclaimed items from lockers.

- Wearing suitable clothes

You must wear suitable clothes and enclosed sports shoes in any exercise areas, except for wet areas. We do not allow clothes with offensive images or inappropriate advertising.

- Parking

You park in the club's car park or on club premises at your own risk. We are not liable for any loss or damage to your vehicle or its contents. Please keep to the set time limits for parking or we may charge you an extra fee.

2.2 What happens if you break the code?

We can refuse entry to anyone if they act unreasonably or break the code. We can also deny you use of our clubs without warning if you behave in a way that is risky or seriously inappropriate, such as threatening or harassing others, damaging equipment, using illegal or performance-enhancing drugs or instructing other members when we have not authorised you to do so.

3. Legal stuff you need to know

3.1 What are your responsibilities?

You promise to make sure that you know how to exercise safely use your best endeavours to exercise safely and not take valuables into the club, even if you plan to put them in a locker.

3.2 Do we have a privacy policy?

Our privacy policy can be found at http://www.fitnessfirst.com. au/policies-and-legal/privacy-policy/

- Allowing us to use your image

We sometimes film or photograph the club so it is possible you will appear in the background. By signing your agreement, you allow us to use your image in promotional and other business-related material.

3.3 What happens if you have issues with outside providers?

- Paying outside providers, including personal trainers

Contractors, tenants and franchisees provide some services in our clubs, such as personal training, physiotherapy and massage. You will need to pay service fees directly to them and we are not responsible for those fees or for any associated costs or refunds.

- Claiming against these providers

Any service they provide is a contract between them and you and we cannot accept any responsibility for a breach of contract or negligence.

If you make a claim because of something a contractor, tenant or franchisee has or has not done, your claim should be brought against the provider, not us, whether you have paid them or not. You release us from any claim resulting from an act or omission by a contractor, tenant or franchisee.

- Asking for our help

Wherever we can, we will help you to resolve issues with providers. We will also make sure that personal trainers in our clubs have up-to-date qualifications and insurance. We only allow personal trainers from the Fitness First franchise to work in our clubs.

3.4 Which laws apply?

- Meeting state laws

Your agreement is subject to Australian law and is governed by the state laws where your home club is located. If a court decides that any section of your agreement is invalid or unenforceable, that section will be deleted from the agreement. The other sections will remain valid and enforceable.

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