**Mundubbera/Eidsvold Community Fitness Centre**

*MEMBERSHIP REGISTRATION & AGREEMENT FORM*

**Please CAREFULLY READ the Terms & Conditions *before* you sign this Form.**

**Council recommends you seek professional advice if you do not understand any part of this form or the Terms & Conditions.**

**A Translation is available on request.**

**Membership Type & related Membership Fee**

|  |  |
| --- | --- |
| **Bond – Period - Type** | **Individual Membership Fee** |
| *Short term Membership* | **$10 p/week** |
| *6 Month Membership* | **$130.00** |
| *12 Month Membership*  | **$260.00** |
| *Initial Card Bond* | **$20.00 (**Refunded upon card return) |
| *Replacement Card Cost* | **$10.00 (**Non – Refundable) |

*\* Additional adolescents under 18yrs to be included under a family membership will be charged at Individual Membership fees. For a family group of only one Adult, a third adolescent can be included under that membership.*

***Note****: Members must be 16 years or older. If a Member is between 16-18 years at the date of Membership application, the Membership Agreement Acknowledgement must be signed by a Parent or Guardian.*

**Member Details**

|  |  |  |
| --- | --- | --- |
| **Applicant Name** | First Name: | Family Name: |
| **Parent / Guardian:****(if Applicant is 16-18 years)** | First Name: | Family Name |
|  | (Relationship to Member): |
|  |
| **Residential Address:** | Street and Number: | Town / Post Code |
| **Contact Phone:** | Primary Phone Number: | Mobile: |
| **Email:** |  |

**Membership Agreement Acknowledgement (SIGN AFTER reading Terms & Conditions)**

|  |
| --- |
| I\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*insert full name*), as an adult Applicant, or as the parent/guardian or authorised signatory of the Applicant, wish to become a Member of a North Burnett Regional Council Community Fitness Centre (Mundubbera and/or Eidsvold). I have read, understood and agree to be bound by the Terms & Conditions provided with this form. I have completed the Physical Activity Readiness Questionnaire (PAR-Q) attached. I acknowledge that I have been offered a gym safety induction with a Council Officer prior to my use of the facility. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_**Applicant’s name in full** **Signature** **Date** |

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**Mundubbera/Eidsvold Community Fitness Centers**

**Terms & Conditions of Membership Registration & Agreement**

### **1. INTRODUCTION**

These Terms & Conditions outline the rights and responsibilities relating to the Member’s entitlements during the Membership Period to use the NBRC’s Centres.

### **2. DEFINITIONS**

In these Terms & Conditions unless the contrary intention appears:

* **Member** includes the named ‘Applicant’ on the Membership Registration & Agreement Form, or the parent or guardian of the Applicant if the Applicant is under 18 years.
* **Membership Fee** means the fee as noted on the Membership Registration & Agreement Form, according to the Membership Period selected.
* **Membership Period** means the period from the date of registration at a relevant NBRC Administration Centre (in Mundubbera or Eidsvold) to the date of registration expiry, according to membership fees paid.
* **Centre** means the Mundubbera or Eidsvold Community Fitness Centres (only one or the other), located at 4 Bauer St, Mundubbera Qld 4625 and 28 Esplanade St, Eidsvold Qld 4627 respectively.
* **North Burnett Regional Council** (**NBRC**) means the local government entity (ABN 23 439 388 197) of 34-26 Capper Street, Gayndah Qld 4625, Phone: 1300 696 272, Email: admin@northburnett.qld.gov.au

### **3. LEGALLY BINDING AGREEMENT**

The Member acknowledges and agrees that:

* Prior to using the Centre, they have paid the Membership Fee to the NBRC, and membership is current;
* **They declare that they are physically and medically fit and capable to use the equipment at the Centre and otherwise engage in physical activity, and have and will inform the NBRC of any condition or risk that may affect their ability to participate in any exercise or use any equipment, prior to commencement,**
* They are 18 years or older at the time of signing the Membership Agreement Acknowledgment, and not under any other legal disability. If not, a parent or adult guardian has signed the Acknowledgement.

### **4. CENTRE ACCESS**

* All Members must hold a **Membership Card**, issued by the NBRC, and use it to access the Centre.
* Members must advise any changes of address and phone number.
* The Centres are available only for use by Members, unless otherwise permitted by the NBRC.

### **5. GENERAL CONDITIONS OF ENTRY – GYM RULES**

So that their remains a safe, healthy and pleasant environment for all at the Centres, Members must comply with the ‘**GYM RULES’** as noted below, or as per the relevant sign or notice to that affect at the Centres.

### **6. PERSONAL ITEMS**

All items are brought into a Centre at Members’ owns risk and are not the responsibility .

### 7**. CANCELLATION / TERMINATION/ TRANSFER**

* New members have the right to cancel their membership at any time by returning their Membership Card or otherwise notifying the NBRC of their wish to cancel membership.
* However no monies are refundable if a Member choses to terminate Membership prior to the end of their Membership Period, except in accordance with Clause 8 (below).
* Despite the above, the NBRC has discretion to consider refund requests for other reasons.
* Transfer of membership is not available.

### **8. REPLACEMENT CARD FEE**

* The Membership Card deposit as per the Membership Registration & Agreement Form, is refundable on return of the Membership Card.
* If a **Membership Card** is lost, destroyed or damaged and requires replacement a Replacement Card is available at an NBRC Administration Centre for an additional $10.00, non-refundable deposit.

### **9. DAMAGE TO THE CENTRE**

* The NBRC reserves the right to demand payment for damage from any member who wilfully or through their negligence damages the Centre or its property.
* Members are responsible for damages caused by their guests and children.

### **10. SAFETY, MAINTENANCE & SERVICE DEMAND**

The NBRC may from time to time as reasonably necessary:

* closes off any part of the premises or isolate any piece of equipment for maintenance or safety reasons;
* change the hours of opening and closing or alter class timetables in accordance with demand; or
* vary Centre rules, by providing reasonable notice at the Centre or NBRC notice boards.

### **11. DAMAGE & PERSONAL INJURY**

**Disclaimer**. To the extent permitted by law, the NBRC excludes any liability to the Member in Membership Agreement, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Member and/or any other person, or for any costs, charges or expenses incurred by the Member, arising from or in connection the Membership Registration & Agreement and/or the facilities provided at the Centre, and/or any act or omission of the NBRC for provision of the Centre facilities.

### **12. SEVERABILITY**

If any part of these Terms & Conditions is or becomes void or unenforceable then that part shall be severed, and the Terms & Conditions and the Agreement between the Member and NBRC shall remain in full force and effect, unaffected by the severance.

### **13. BREACH OF TERMS & CONDITIONS**

* Any breach of these Terms & Conditions will result in a warning.
* Any further breach will result in a second warning and Membership may be suspended or terminated.
* A proven serious breach of the GYM RULES (under Clause 5) may result in immediate termination of Membership without warning.
* The Member, and NBRC each hold reciprocal rights of termination for a material breach of any term or condition of this Membership Agreement. The Membership Agreement will be terminated upon receipt of written notice outlining the relevant breach.

### **14. PRIVACY**

Your “personal information” (as defined in the *Privacy Act 1988 (Cth*)) will only be used by the NBRC to complete Membership registration, in accordance with the disclaimer on the Membership Registration & Agreement Form.

### **15. INCREASE IN FEES**

* Membership Fees may increase at any time but will only affect new Applicants or expired Members.
* Membership Fees will be as recorded on the *current* Membership Registration & Agreement form.

### **16. ENTIRE AGREEMENT**

These Terms & Conditions and the Membership Registration & Agreement Form, constitute the entire agreement, understanding and arrangement (express and implied) between the Member and the NBRC, and supersedes and cancels any relevant previous agreement, understanding and arrangement whether written or oral.

### **17. ADDITIONAL TERMS AND CONDITIONS RELATING TO 24/7 ACCESS**

* The Centre’s are 24/7, unmanned facilities and as such if Members attend these facilities they are exposing themselves to the potential for serious injury, including death. Members should take note that their rights to sue the supplier (NBRC) if they are killed or injured because the facilities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out as follows:
	+ The Member expressly indicates an understanding of the risks associated with undertaking activities in an unmanned Centre and hereby releases, indemnifies and holds harmless NBRC, their respective officers, affiliates, agents and employees, in the event that the Member suffers personal loss, is injured or killed in the Centre.
	+ Further, the Member provides this release with the intention that this release shall be as broad and inclusive as the laws of the state allow.
* The Member acknowledges and agrees that they must not admit guests at any time to the 24/7 Centre. Furthermore, the member agrees that if this clause is breached then the following consequences shall flow:
	+ Upon a first breach - the Member’s access to the 24/7 Centre shall be immediately suspended for a period as determined by NBRC’s Sports & Recreation Officer or appropriate NBRC Officer.
	+ Upon any subsequent breach - the Member’s membership shall be immediately cancelled.

**GYM RULES**

**(For most current rules see GYM RULES located at the Centers)**

* + ***NO MEMBERSHIP – NO TOWEL - NO SHOES - NO WORKOUT.***
	+ ***NO SMOKING - NO ALCOHOL – NO DRUGS – NO FOOD.***
	+ ***SPORT SUPPLEMENTS AND WATER CAN BE CONSUMED IN GYM.***
	+ ***ANYONE UNDER THE AGE OF 16 YRS MUST NOT ENTER THE GYM.***
	+ ***SAFETY FIRST.***
	+ ***CLOSED IN FOOTWEAR MUST BE WORN AT ALL TIMES.***
	+ ***USE A SPOTTER WHERE NESSESARY.***
	+ ***DO NOT DROP WEIGHTS.***
	+ ***PUT ALL WEIGHTS BACK AFTER USE.***
	+ ***IMPROPER USE OF EQUIPMENT WILL NOT BE TOLERATED.***
	+ ***USE WEIGHT MATS IF USING WEIGHTS IN UNDERCOVER AREA.***
	+ ***KEEP MUSIC TO A MINIMUM OR USE HEADPHONES.***
	+ ***THINK BEFORE YOU LIFT.***
	+ ***DO NOT DISRESPECT OR DISTRACT OTHER MEMBERS.***
	+ ***BAD BEHAVOIUR AND BAD LANGUGE WILL NOT BE TOLERATED.***
	+ ***MEMBERS ONLY GYM – IF YOU’RE NOT A MEMBER YOU’RE TRESPASSING.***
	+ ***PLEASE USE CLEANER PROVIDED TO CLEAN OFF YOUR EQUIPMENT AFTER USE***.

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***Fitness Readiness Form***

***[To be completed by Adult Member or Parent/Guardian for Applicants between 16-18 years]***

*Further information/past and current injuries*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Are you on any medication***?** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Have you had surgery in the past 12 months*? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Yellow = *High Risk* all other moderate risk. Please specify if YES:

*\*If you answer YES to any of the Yellow items please refer to Doctor Approval*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Medical Condition** | **YES / NO** | **Medical Condition** | **YES / NO** | **Medical Condition** | **YES / NO** |
| Epilepsy | **Y / N** | High cholesterol | **Y / N** | Hernia | **Y / N** |
| Thyroid condition | **Y / N** | Diabetes | **Y / N** | Stroke / heart condition | **Y / N** |
| Recent back or neck problems | **Y / N** | History of asthma or breathing difficulties | **Y / N** | Any exercise induced condition | **Y / N** |
| Other joint or muscular problems | **Y / N** | Any chronic illness or disease | **Y / N** | Chest pains | **Y / N** |
| Arthritis / Osteoporosis | **Y / N** | High blood pressure | **Y / N** | Pregnant | **Y / N** |
| Dizzy spells | **Y / N** | Recent major injury  | **Y / N** | Circulation problems | **Y / N** |
|  |  |  |  |  |  |

I agree that I have disclosed all relevant information in writing as per the above. I agree that I have made the NBRC aware of all physical, mental or health conditions, which could be aggravated, worsened or be impaired by physical exercise or participation in programs.

In the event that an incident occurs whilst I am attending or using the facilities at NBRC I agree to immediately report the details of the incident to a NBRC Officer.

Signature (Member): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_

Membership Card No/Name (please print):

Council Representative Name (please print):

Council Representative Signature: Date:

***Office Use Only:***

Gym Membership Card No. /s: Receipt No.:

Council Representative Name:

Council Representative Signature: Date: