MFITNESS BETHAL GYM - MEMBERSHIP DETAILS																							
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CONSULTANT	SIGNATI	URE														D	D	M	M	Υ	Υ	Υ	Υ
MEMBERSHIP ACCEPTANCE - Should any member be in breach of this contract or should any amount fall due and legal																							
process commence, the member hereby consents to judgment in the amount of the balance of the contract price, which amount shall be stated in a certificate signed by or on behalf of MFtiness Gym. I the undersigned hereby confirm that the																							
information provided by me and contained in this membership agreement is correct and further confirm that I have read,																							
understood and accept the terms and conditions of membership as it appears of the face and reverse sides here-of and further																							
warrant that I suffer from no physical and mental ailments that will affect my application for membership . I hereby confirm that I'm not currently under debt revue and am able to meet my monthly payment obligations. I hereby acknowledge that I																							
have read and understood the rules and regulations as stipulated above and that all documentation was drafted in a language																							
that I understand.																							
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START DATE		D	D	M	M	Υ	Υ	Y			ND E	DATE				D	D	M	$\mathbb{N}$	Υ	Υ	Υ	Υ
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MEMBERSHIP FEE																							

CLIENT TO COMPLETE								
	HEALTH ASSESSMENT							
PLE	ASE COMPLETE THE FOLLOWING QUESTIONS HONESTLY.	Yes	No					
1	Do you have a family history of Myocardial Infarction (Heart attacks)							
2	Do you have heart problems							
	If Yes please specify -	_						
3	Do you have high blood pressure?							
4	Are you a non -insulin dependent (Type II) diabetic?							
5	Are you a an insulin dependent (Type I) diabetic?							
6	Do you have increased cholesterol levels?							
7	Do you have any joint, bone or muscle deficiencies?							
8	Do you have any pulmonary diseases e.g Asthma or emphysema?							
9	Do you have any other chronic illness?							
10	Did you recently had surgery? (within the last 24 months?)							
	If Yes please specify -							
11	Do you have a previous injury that still affects you?							
12	Are you pregnant?							
	If yes, how many weeks?							
13	If post-pregnancy - Have your doctored cleared you for exercise?							
14	Do you smoke?							
15	Do you have an inactive lifestyle?							
16	Do you feel faint or have severe dizziness at times?							
17	Have your doctor ever advised you not to exercise?							
		•						
I certify that I am in good physical health and I am able to undertake and engage in the range of physical activities in which I choose to participate at the gym. I assume all responsibility for updating the facility with respect to any changes in my physical or mental condition and for reporting all injuries sustained at the facility to the gym staff. I understand and am aware that strength, flexibility, aerobic and anaerobic exercise, including the use of any equipment, is a potentially hazardous activity. I also understand that fitness acclivities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment with knowledge of all the dangers involved. I do hereby agree to expressly assume and accept any and all risks of injury or death either accidental or other wise. This waiver, release and indemnification agreement includes, without limitation, all injuries which may occur as a result of;								
a) My use of all amenities and equipment in the facility and my participation in any class, activity or personal training,								
b) Sudden unforeseen malfunctioning of any equipment and c) My slipping or falling while in the facility, on the facility premises, including adjacent sidewalks and parking areas.								
I acknowledge that I have carefully read this waiver, release and indemnification agreement and fully understand that it is a full and complete release of all liability.								
NAEI	MBERSHIP SIGNATURE							
	NSULTANT SIGNATURE DD D M M	VV	V V					
CON	NOCETAIN SIGNATURE	r T	T T					

### **MEMBERSHIP TERMS AND CONDITIONS**

I, the undersign (hereafter the "Gym Member") will be entitled to utilize and access the health and leisure facilities of MFitness Gym (hereafter "the company") from the date on which I am accepted as a member subject to approval and the payment of thee appropriate membership fees and signature of this contract.

### 1. ACCESS TO THE GYM

This agreement entitles the Gym Member to the use of the gym facilities at MFitness Gym, Shop 3, 42 Gedenk avenue, Bethal , Mpumalanga, in accordance with the membership type indicated on the face hereof, subject to the terms, conditions and rules of this membership contract and subject to the member having made payment to MFitness Gym of all amounts falling due in terms of this membership contract .

### 2. MEMBERSHIP

- **2.1** Membership of the Gym vests in the member and may not be transferred or assigned to any third party whatsoever.
- **2.2** The original of this agreement shall remain the possession of the Company and shall be the definite contract between the Company and the Gym Member taking precedence in the event of any discrepancy between the said original and the copy in the possession of the Gym Member.
- **2.3** The Gym Member undertakes to pay all amounts due to the Company in terms of this agreement from time to time irrespective of whether the Gym Member makes use of the Membership and/or the Gym and whether or not any to use same due to injury, ill health and/or any voluntary act on the part of the Gym Member or as a result of any other cause whatsoever.
- **2.4** The Gym Member will have no claim against the Company if we are unable to provide some or all the services included in your gym membership due to circumstances outside of our control (Force Majeure). In such event we shall notify you of such circumstances, and the estimated duration for which the relevant service(s) will be unavailable. Such notices will be displayed on our website or social media accounts and/or at prominent locations/notice boards in the Gym as soon as we become aware of any such services being or becoming unavailable.
- **2.5** The Gym Member will be entitled to use the facilities during operating hours only, which operating hours will be determined by the company and may be changed by the company from time to time.
- **2.6** The Company is entitled to relocate the Gym of its sole and absolute discretion, and the Gym Member shall have no claim of any nature whatsoever or howsoever act against the Company as a result thereof.

### 3. MEMBERSHIP FEES

- **3.1** The Company may in its sole discretion and from time to time decide to offer different types of memberships, but it is recorded that such decision shall in no way affect, vary, displace or amend the membership chosen by the member in terms of this agreement.
- **3.2** Membership fees may vary according to the type of membership purchased and shall be payable by the member in advance and may include a contract fee according to the type of membership purchased.
- **3.3** Payments can be made for the full term in advance or by payments made cash, by EFT or card payments at the Gym. Monthly payments on 3, 6 & 12 (Three, six, twelve, twenty-four or thirty-six) month memberships will be made via Debit Order payments.

### 4. DURATION OF AGREEMENT OF DEBIT ORDER MEMBERSHIP

- **4.1** This agreement will commence on date of signature by the party last in time to do so and will subsist for a period agreed upon, unless renewed by the member or canceled in accordance with the terms of this agreement.
- **4.2** Should the member desire to renew his/her membership a new agreement must be signed and the membership fee and contract fee paid in respect thereof.
- **4.3** Should a member renew his contract and fail to provide the company with the signed Mandate for Debit Orders within 7 Calendar days (7days), such a renewal contract will be deemed unsuccessful and the first cash payment for the month will be utilized by the company as a monthly contract fee. In the event where the

member has failed to provide the Debit Order mandate to the company in due date, the member will forfeit his contract fee and will need to re-apply for the contract period previously selected and the application process will restart again.

- **4.4** An initial cash, EFT or Card payment for the 1st month's access is payable upon signing of this agreement.
- 4.5 The member will commit a breach of this agreement if:
- **4.5.1** The member cancels the debit order without written consent of the company.
- **4.5.2** The member changes his/her bank account details upon which the debit order relies, without giving at least 7 (seven) calendar days prior written notification of such change and providing his/her new bank account details to the company.
- **4.5.3** A debit order is unsuccessful or returned for reasons attributable to the member, and the member fails to correct the problem associated with the unsuccessful debit order within a period of 7 (seven) calendar days after being informed by the company of the declined debit order.
- **4.6** The member agrees that he/she shall be liable for all bank charges incurred in respect of membership and other fees and shall be liable for any charges arising from returned or unsuccessful debit orders.
- **4.7** In the event that someone other than the member is responsible for payment of the membership and/or other fees provided for herein, such person shall be bound to these terms and conditions and shall signify same by appending his/her signature hereto.
- **4.8** All membership fees provided for herein shall escalate annually on the 1st (first) of March at the rate of 10% (ten percent) or the absolute sole discretion of the company determined by the National CPI index.
- **5.** The Company shall be entitled to deny the Member access to the Gym in the event of the member failing to produce proof of payment in the event that the member's access was blocked for reasons including but not limited to, late payments, account in arrears and failing to produce vouchers allocated to a 24 hour-member.

## 5. CANCELLATION/TERMINATION

- $\bf 5.1 \ This$  agreement is valid for the period chosen by the member and mentioned on the face hereof.
- **5.1.1** You remain liable for any amount owed in terms of this agreement up to the date of cancellation.
- **5.1.2** The imposition of a reasonable cancellation penalty.
- **5.1.3** The joining fee and/or Day voucher fee is non-refundable.
- **5.2** The Gym Member may cancel the contract after expiry of the Initial Period without any penalty or charge. Likewise, the company may, in its sole and absolute discretion, without having to furnish the Gym Member with any reasons, cancel the contract after giving written notice to the Gym Member for any other material failure by the member to comply with the agreement, unless the member has restricted such failure within the said time. The member's only claim against the company shall be for a refund of a pro-rata amount of membership fees paid in respect of the balance of the contract period, and the Gym Member declare that the Gym Member shall have no other claims against the company of any nature whatsoever
- **5.3** Should the Gym Member wish to terminate the contract before the expiry date of the initial period, the Gym Member will be liable for a cancellation fee decided upon at the sole and legal discretion of the company.
- **5.4** The 20 business days' notice in writing, referred to as the Notice Month, is a fully payable month. The Gym Member is still liable for the gym fee payment, irrespective of attending or not attending the gym during this final Notice Month.
- **5.5** The company shall notify the Gym Member in writing or in any other recordable form, of the looming expiry date of the Initial Period.
- $\textbf{5.6} \ \ \text{The company may, after the Initial Period, increase the membership fees by such amount, as the company in its sole and absolute discretion deems appropriate.}$
- **5.7** In the event of default of payment on the part of the member of the relevant fees the following shall apply:

- **5.8** The Company shall give the member 20 (TWENTY) business days 'notice to rectify such default, which notice may be given in writing to the residential or postal address chosen by the member to be the address at which the member will receive and accept all notices issued in terms of this agreement and/or per SMS or other social messaging platforms to the cell phone number provided for by the member and/or per mail to the email address provided for by the member.
- **5.9** The full outstanding balance will become due and payable if the Gym Member fail to pay any installments on due date thereof. In the event that the Company must institute an action against the Gym Member to enforce it's right in terms hereof the Member agree to be liable for all cost incurred by the Company including legal costs and fees of Attorney's and including client trace and tracking fees.

#### 5.10. FREEZING

- **5.10.1** You are entitled to freeze your membership for up to 3 months per annum, and 6 months for pregnancy. The terms and conditions of the freezing request are as per managements 'discretion. You must sign a standard freezing form. A freezing fee is charged for each month. In addition, the member will be liable for the period that has been frozen, which amount will be added to the contract at the end of the initial period at the original rate of the membership.
- **5.10.2** Freezing requests will only be authorized for the following reasons:
- **5.10.3** Ill health A Doctor's note supporting this information must be handed in on completion of your Freezing Form.
- $\textbf{5.10.4} \ Pregnancy A \ Doctor's \ note supporting this information must be handed in on completion of your Freezing Form$

## **RULES, REGULATIONS, TERMS AND CONDITIONS**

I hereby agree to obey all the rules and regulations as established by the Management of the Gym and will abide by the terms and conditions of this membership. The rules, regulations, terms and conditions may be amended from time to time and may be orally communicated or contained on signs posted in the gym. All current rules, regulations, terms and conditions are listed herein. Updated or amended versions can be obtained at reception or on the gym's Facebook page. I confirm that I am fully conversant with them, and I undertake to always abide by them.

### 6. CLOSURE OF CLUB AND/OR ALTERATIONS

The Company reserves the right, without the prior approval of the member:

- **6.1** To carry out any necessary repairs, replacements, maintenance, alterations or additions or other works without abatement of the member fees and charges or other compensation to the member for the effects of the interruption or suspension of use or enjoyment of the Gym (or any one of them):
- a) To vary, alter or change the operating hours of the Gym from time to time; and
- **b)** To vary, alter or change the equipment, facilities and/or classes that may be available at the Gym either by withdrawing equipment, facilities and/or classes or by the addition thereto.

## 7. COMMUNICATION

The member hereby consents to and authorizes the Gym to communicate with him by way of any electronic medium, including but not limited to Electronic Mail, Short Message Service (SMS), Social media message services, "Pop-Up" Web Advertising Banners and related Internet and Wireless Protocol (WAP) applications. Notice to opt out can be given by email to <a href="mailto:admin@mfitnessbethalgym.co.za">admin@mfitnessbethalgym.co.za</a>

### 8. ADVERTISING

**8.1** The member grants the Gym, for an indefinite period from the date of last signature of this membership contract the right to use the member's name and to exhibit his photograph, including video or image footage of the member, in promotions and advertising of the Gym in any media in the Republic of South

- **5.10.5** Overseas / Extended Business Trips Sufficient proof of this trip must be supplied in advance (i.e. Flight tickets / proof of accommodation etc.)
- **5.11** All above reasons can only be authorized and processed once supporting documentation received. Failure to do so will result in the freezing not being processed.
- **5.12** A request to Freeze a membership must be done in writing by completing a Freezing Request Form and receiving a Proof of Receipt Document and handing in the relevant supporting documentation on request.
- **5.13** Memberships may be frozen for a minimum of 2 month and a maximum of 6 months for pregnancies.
- **5.14** Freezing period will always be a full calendar month. This will be from the 1st day of the month to the last day of the month.
- **5.15** Freezing fees is payable in advance and proof of payment must be provided with your Freezing request form.
- **5.16** Only memberships that are on an active status for 90 consecutive days can be frozen and only memberships with no outstanding arrears.
- **5.17** Short term memberships [1, and 3-month memberships] may not be froze.
- **5.18** All membership on a frozen status will be included in the annual increase.

Africa. The Gym shall have full creative control, and the member shall give his full co-operation as far as is reasonable in complying with the Gym's creative direction.

**8.2** The use of the Gym's logo for promotional, marketing or advertising means is prohibited.

### 9. ACCESS POLICY

- **9.1** All members must have their photograph taken upon registration. We must have the bio-metric information of one finger from each hand scanned at reception upon concluding this agreement to gain access to the Gym or any of its facilities.
- $\boldsymbol{9.2}$  A copy of your ID is required with your Membership agreement.
- 9.3 All 24-hour members are required to produce their voucher cards.
- **9.4** 24-Hour member vouchers are not to be used by any person other than the member, if you allow your access card to be used by another person, your membership may be terminated, and you will forfeit any initial fees already paid
- **9.5** Access to the facility may be denied to the Member and their dependents if the membership is in arrears, or if we terminated, resigned, suspended, pended, frozen or if the member has breached any of the terms and conditions of this agreement.
- **9.6** You are prohibited to open the turnstile gate with your fingerprint for any other member. The company reserves the right to cancel or suspend your membership at our absolute discretion.

### 10. RIGHT OF ADMISSION RESERVED

The Gym hereby reserves its rights to enter into this agreement with, or to grant membership of, or access to the Gym to any person, at the Gym's sole and absolute discretion.

## 11. GUESTS

At our discretion, you may bring guests to train with you upon payment of the guest fee/redemption of a promotional voucher and completion of the 24-hour voucher. All guests must play by the Rules. You must always accompany your guest and be fully responsible for their behaviour.

**12.1** No children under 10 years will be allowed into the Gym's training or equipment areas for their own safety.

- **12.2** Children between the ages of 11 and 15 years must be accompanied by a member (Parent /Legal Guardian) when training. Alternatively, and when possible, arrangements can be made with Management to supervise.
- 12.3 Individuals under the age of 16 is not permitted in the free weight section.
- **12.4** Children between the ages of 16 and 18 years may train on their own but must at all times abide by the Club rules. e.g. when training on cardio equipment, adults get preference.
- **12.5** When a child turns 18 years old, they are required to join on their own membership and will be prevented access on any dependent membership.
- **12.6** All students between the age of 18 & 21 years, who present a valid student card will be allowed to join on student membership rates.

#### 13. SAFETY

- 13.1 Please do not tamper with any safety devices.
- 13.2 Please follow the health and safety notices displayed throughout the Gym.
- **13.3** Please take note of the emergency procedures. If there is an emergency, please always follow our staff's instructions.
- **13.4** Please do not run in the Gym. Be aware of the different floor surfaces that you move across as you walk through the Gym. As on-going cleaning and maintenance will be taking place, related tools and equipment may be hazardous, and some floor surfaces may be wet and therefore slippery. Proceed with caution in these areas.
- **13.5** Please report all injuries/incidents and/or any hazards that you spot to a staff member.

### 14. LOCKER AND PERSONAL BELONGINGS

- **14.1** Subject to availability, lockers are provided in the changing rooms to store your gear while you train. Keys to the padlocks are available at the front desk. You are not allowed to use your own padlock.
- **14.2** We do not undertake that the use of a locker will guarantee that theft of or damage to your property will not occur. Please check that your personal insurance policy covers you for loss or theft of money or loss or damage to personal property of members or their guests whether locked in a locker or otherwise.
- $14.3\,\mathrm{Don't}$  leave your belongings unattended in the change rooms or anywhere else in the Gym at any time and report any lost item immediately to a staff member.
- **14.4** Lockers may only be used for keeping gym kits, toiletries and clothing that you were wearing when you came to the Club. If we have reasonable grounds for thinking that a locker is being used for the storage of something else, we may open the locker and remove any offending items.
- 14.5 Lockers are available for use only while you're in the Gym. Any belongings left in a locker overnight, will be removed and donated to charity if they are not collected within 14 days. Any belongings so removed or left unattended will be available at lost property at the Gym for 14 days and donated to charity if not collected.

## 15. PARKING

**15.1** All vehicles are parked and driven at your own risk. We do not accept responsibility for any loss, theft and/or damage to vehicles and/or valuables left in vehicles or any other mode of transport of members or their guests whilst on Club premises or in any parking area designated for use by members or their guests.

## 16. BEHAVIOUR

**16.1** You may not enter the Gym or use the facilities whilst under the influence of alcohol, illegal and/or performance-enhancing drugs or supplements (including steroids).

**16.2** You must not use foul, loud, offensive or abusive language (including, without limitation, discriminatory language based on an individual's race, ethnic or social origin, colour, gender, sexual orientation, age, religion or disability).

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- **16.3** You must not commit any acts of intimidation or threats, or use menacing behaviour towards other members, guests, visitors, tenants or members of staff.
- **16.4** You must not physically or sexually abuse or harass, or use violent conduct towards other members, guests, visitors, tenants or members of staff.
- **16.5** You must not commit any unhygienic or immoral act or acts which may cause distaste, revulsion or abhorrence to another member or member of staff.
- **16.6** You will have to pay for any damage caused by you, your dependents and your guests while in the Gym.
- ${\bf 16.7}$  You may not sell and or market any products or service to any person or member at the  ${\rm Gym.}$

### 17. EQUIPMENT AND THE TRAINING FLOOR

- **17.1** Please inspect equipment before use and do not use the equipment if it appears damaged and/or inoperable. We need to know, so please report damaged equipment to a staff member.
- **17.2** Please use the equipment for its intended purpose and follow the instructions provided. Do ask for help if you need it.
- **17.3** When using strength equipment be sure that the weight pin is completely inserted. Inspect all cables, straps and other connections.
- **17.4** Please do not use dumbbells or any other equipment, other than equipment specifically provided by the manufacturer; to incrementally increase weight resistance on strength equipment.
- 17.5 Handle weights and equipment with care and replace after use.
- 17.6 Please observe the time limits if specified on the equipment.
- **17.7** Ensure that the belt has come to a complete stop before stepping onto or off from a treadmill to prevent injuries.

### 18. GENERAL RULES

- 18.1 All Members will be obligated to comply with all the rules of the gym.
- **18.2** A sweat towel is a must so please ensure to always have one on you. Please use your sweat towel at all times and wipe equipment after use. Spray canisters and paper towels are provided at various points in the gym.
- **18.3** No food drinks or bags are allowed on the training floor, apart from plastic water bottles and sports drinks.
- **18.4** Disrupting or interfering with the workout of another member is not allowed, this includes excessive noise during group classes.
- **18.5** The Gym management will determine the music selection and volume on the gym's sound system. You are most welcome to bring your own headphones and music player to the gym to listen to your own music selection.
- ${\bf 18.6}$  No Gym bags are allowed on the floor, please utilize the lockers for storage of gym gear.
- **18.7** No equipment is to be moved from its designated area and may not be taken out of the Gym.
- 18.8 Handle weights and equipment with care and replace after use.
- **18.9** You must respect the equipment and use them properly. If you are found to be deliberately damaging any equipment or continue to leave weights lying around instead of replacing them onto the racks provided, the Company reserves the right to cancel or suspend your membership at our absolute discretion.

MFitness Bethal Gym

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- **18.10** Individuals under the age of 16 is not permitted in the free weight section
- **18.11** The following are not permitted at the gym:
- a) Pets, other than guide dogs.
- b) Firearms and any other weapons.
- c) Smoking, drinking, alcohol or drugs are not allowed on the premises.
- **18.12** You are allowed to enter the gym with your cell phone at your own risk, however using your cell phone in the following manner is prohibited:
- a) Using your phone while using equipment.
- B) Taking calls during group classes. (Please move outside)
- C) Taking videos of the Gym or other Gym members without their consent.
- 13 Please report all equipment malfunctions, personal injuries and specific questions, concerns or suggestions immediately to management.

#### 19. GYM WEAR

- **19.1** Suitable and appropriate exercise clothing must be worn at all times while exercising in the Gym. T-shirts/vests and closed footwear must be always worn.
- 19.2 No bare chests and no slops allowed on the floor.
- 19.3 No Denim jeans or denim shorts or clothing with zippers or rivets allowed.
- 19.4 Failure to dress properly will result in the denial to workout.
- **19.5** The Gym management reserves the right to determine what appropriate athletic attire is.

### 20. GROUP CLASSES - WHEN AVAILABLE

- **20.1** As a bonus to all Gym Members, Group classes from Monday to Thursday are included at no extra cost to the Gym Member unless stated otherwise.
- **20.2** Should group classes be held at external premises, they will be charged at an additional fee, and members will be notified in advance. The group class timetable is available online on our Facebook page and at the front desk.
- **20.3** Scheduled Classes on Friday's and Sunday's or special promotional classes could require additional class fees or may need to be pre-booked or may have a maximum headcount.
- **20.4** Group class is an additional value-added free service, and the company reserves the right to change or cancel the group class hours, trainers assigned or specific training techniques to our full an absolute discretion.
- **20.5** The Group class area usage is prohibited 15 min before and during group class to other Gym Members to allow instructors to set up class in time for the group class members.
- **20.4** Class timetables and instructors may change from time to time without notice. Please check Gym notice boards for all the latest details.
- **20.5** Please arrive a few minutes early for a class as you may not be allowed to join in if you arrive late.
- 20.6 If you arrive late, please ensure you are warmed up.

### 21. PERSONAL TRAINING

- **21.1** Personal training is available to the Gym Member but not included in your membership fee. Should you be interested in Personal Trainer sessions, information regarding fees and bookings is available at Reception.
- **21.2** Only authorized Gym Personal Trainiers are permitted to provide personal training in the Gym. Personal Training by another member is not allowed whether it's for payment or not. If we find someone providing unauthorized

Personal Training our Gym Manager will investigate, and you and the trainer may be expelled or suspended.

21.3 All documentation and payments will proceed directly through front desk.

### **PACKAGES AND FEES**

Please take note of the below fee structure and understand that all the below fees are applicable for each and every membership.

**Contract Fee:** This is an activation fee and is applicable to each and every new membership or membership renewal except for month-to-month contracts.

**Upfront monthly fees:** These fees are in accordance with your membership type and as per the price list of the Gym. The monthly fee is applicable for all members and is payable to ensure the continued availability of services in accordance with your membership agreement. These fees are used for running costs, consumables, water, lights, rent, maintenance etc.

#### CONTRACT FEES

Contract fees are payable with every new contract, or renewal of your 3-month, 6 month and 12-month contract.

Month to month members is excluded from the contract fee structure.

### **CANCELLATION FEES**

Should be paid in advance and should be submitted with your 20 (Twenty) day notice, cancellation form and proof of payment to the Gym Management. Please refer to the cancellation clause on page 1 of the contract.

### **FREEZING FEES**

Freezing is subjected to approval by Management and should be paid in advance. Please ensure that you hand in your proof of payment and freezing form for management's attention at the front desk. Please refer to the freezing clause on page 1 of the contract.



# Welcome to MFitness Gym!

You are now an official member of our gym, and we wish you the best of luck in reaching your fitness and health goals. Please familiarize yourself with our facility and the gym rules. Please do not hesitate to ask for assistance if you need it.

Do you need a staff member to show you how the equipment works?

YES / NO

## **General Gym Rules:**

- 1. A sweat towel is a must so please ensure you always have one with you and wipe equipment after use.
- 2. No food, drinks or bags are allowed on the training floor, except for plastic water bottles and sports drinks
- Disrupting or interfering with the workout of another member is not allowed, this includes talking excessively loud and shouting.
- 4. No equipment is to be moved from its designated area and may not be taken out of the Gym.
- 5. Handle weights and equipment with care and replace after use.
- 6. No Gym bags are allowed on the floor, please utilize the lockers for storage of gym gear.
- 7. You must respect the equipment and use them properly. If you are found to be deliberately damaging any equipment or continue to leave weights lying around instead of replacing them onto the racks provided, the Company reserves the right to cancel or suspend your membership at our absolute discretion.
- 8. Individuals under the age of 16 are not permitted in the free weight section.
- 9. The following are not permitted at the gym:
  - a) Pets, other than guide dogs.
  - b) firearms and any other weapons.
  - c) Smoking, drinking, alcohol or drugs are not allowed on the premises.
- 10. You are allowed to enter the gym with your cell phone at your own risk, however using your cell phone in the

- following manner is prohibited: a) Using your phone while using equipment.
- b) Taking videos of the Gym or other Gym members without their consent.
- 11. Please report all equipment malfunctions, personal injuries and specific questions, concerns or suggestions immediately to management.
- 12. Under no circumstances should the electrical equipment be used when there is load shedding or a power failure, please use the equipment that does not require any electricity.
- 13. No Member is allowed to open for another member. Please report to the front desk should you have a problem to access the gym.

## 14. GYM WEAR

- 14.1 Suitable and appropriate exercise clothing must be worn at all times while exercising in the Gym. T-shirts/vests and closed footwear must be worn at all times
- 14.2 No bare chests and no slops allowed on the floor.
- 14.3 No Denim jeans or denim shorts or clothing with zippers or rivets allowed.
- 14.4 Failure to dress properly will result in the denial to workout.
- 14.5 The Gym management reserves the right to determine what appropriate athletic attire is.

## 15. FAILURE TO ADHERE TO THE GYM RULES

- 15.1 As a gym member it is your responsibility to ensure that the weights/weight-plates or dumbbells used is packed away after you have used it.
- 15.2 Should you fail to comply, your access will be blocked, and you will sign a notification form to confirm that the rule was discussed with you.
- 15.3 On your 2<sup>nd</sup> Offence a R50.00 fine will be charged to your account.
- 15.4 On your 3<sup>rd</sup> Offence we will schedule a consultation with you. Should no agreement be reached, we will terminate your contract.

above:	
Signature:	
Signed at MFitness Bethal Gym on	44
	(date).

I Hereby sign that I agree and understand all the