

1. Definitions

Agreement refers to the Gym Membership Agreement.

Club refers to COPSLSLSC.

Club Members refers to members of COPSLSLSC.

Club Membership refers to those individuals who have current paid Club membership to COPSLSLSC.

COPSLSLSC is an abbreviation for the City of Perth Surf Life Saving Club Inc. and is also referred to as "the Club".

COPSLSLSC Gym or Gym refers to the gym room, fitness and other equipment located within the COPSLSLSC building designated as the gym.

COPSLSLSC Gym Parental Consent Section refers to the section at the end of this agreement to be signed by parents or legal guardians of Gym Members aged between 16 and 18 years of age.

COPSLSLSC Staff refers to members of staff of COPSLSLSC, volunteers, representatives or contractors authorised on behalf of COPSLSLSC.

Gym Member means the individual who has entered into a Gym Membership Agreement with COPSLSLSC.

Gym Membership refers to those Club Members who have a current paid membership to the COPSLSLSC Gym.

Gym Membership Agreement refers to the gym membership agreement made between the individual and COPSLSLSC.

Induction Training Program refers to a program created and set by COPSLSLSC to be attended by some Gym Members.

PAR Q Form refers to the form to be completed by Gym Members prior to entering the Gym.

RFID Access System or RFID Wristband refers to radio frequency identification access via a wristband that is provided to all Club Members. It is unique to each individual and will determine their access to the Club's facilities including the COPSLSLSC Gym.

2. Term of Membership

2.1 **This may be an ongoing membership Agreement or fixed for a period up to maximum of 12 months. If you agree to an ongoing membership Agreement, the Agreement will continue until either you or the Club terminate it in the way described in the Agreement.** Gym Membership will commence from the date of issue of the RFID Wristband to the Gym Member.

2.2 All Gym applicants must be a current Club Member to be eligible for Gym Membership. For Gym Membership to stay active the individual must maintain a current membership to COPSLSLSC at all times and fulfil all conditions and obligations associated with their membership category.

2.3 If Club Membership lapses or is suspended for any reason then the Gym Member will be denied access to the Gym effective immediately until their Club Membership is renewed or reinstated. There will be no extension of Gym Membership resulting from a lapse or suspension of Club Membership.

3. Cooling Off Period

3.1 The Gym Member shall have a period of 48 hours from the time of signing the Gym Membership Agreement (the "Cooling Off Period") to terminate the Agreement by written notice to COPSLSLSC in accordance with Clause 3.4.

3.2 If the Gym Membership Agreement is terminated by the Gym Member within the Cooling Off Period, COPSLSLSC will refund all Gym Membership fees except for the costs of any fitness services already supplied by COPSLSLSC prior to the date of termination and reasonable administration charges.

3.3 If a Gym Member terminates the Gym Membership Agreement after the expiry of the Cooling Off Period the Gym Member will be subject to the provisions of Clause 11.

3.4 Written notice must be provided to COPSLSLSC either by:

- Electronic mail addressed to admin@citysurf.asn.au; or
- Letter to COPSLSLSC at PO Box 387, Scarborough WA 6922.

3.5 In relation to the written notice provided during the Cooling Off Period it is the responsibility of the Gym Member to ensure the notice is received by COPSLSLSC.

Agreement subject to 48 Hour Cooling Off Period

4. Pricing

4.1 Gym Membership pricing and fees are determined by Club Membership categories which are detailed on the COPSLSLSC website. Club Membership categories are subject to change in accordance with the Club's constitution or by laws.

5. Payment of fees

5.1 The Gym Member shall pay the Gym Membership fees and any associated fees:

- Via direct debit in the amounts and frequency set out in the payment options details of the Gym Membership Agreement.
- Upfront full payment in cash, debit or credit to COPSLSLSC reception or online through the COPSLSLSC website.

5.2 The Gym Member:

- Must ensure the nominated credit card, debit card or bank account can accept direct debits and have sufficient funds to pay for the direct debit; and
- Must keep the direct debit authority in place for the term of their Gym Membership.

5.3 If any direct debit payment is refused on the part of the Gym Member's payment authority:

- The Gym Member will be notified of this fact;
- The refused payment remains due and payable by the Gym Member; and
- The individual's Gym Membership benefits will be removed (including suspending access to the Gym) until such time as the payment is made. Extra time will not be added to the expiry of the Gym Membership due to access suspension or removal of Gym Membership benefits resulting from non-payment.

5.4 If the Gym Member closes the credit or debit card account or bank account which is subject to the direct debit authority, it is the Gym Member's responsibility to provide COPSLSLSC with a replacement direct debit authority over a credit or debit card or bank account. Failure to provide a replacement direct debit authority will constitute a breach of this Gym Membership Agreement and the provisions of Clause 12 will apply.

5.5 If an automatic debit arrangement is in place, membership fees will continue to be debited from your credit card or account until you or COPSLSLSC cancels the arrangement by notifying your bank or credit provider. If you terminate the Agreement or stop the automatic debit arrangement in a manner not described in the Agreement, then you may be liable to COPSLSLSC for damages for breach of contract.

6. Minimum Age

6.1 All Gym Members of COPSLSLSC Gym must be a minimum of 16 years old. Those under the age of 18 must be in possession of a current Bronze Certification from Surf Life Saving Australia.

6.2 All gym members between 16 and 18 years of age are deemed minors and must have a parent or legal guardian:

- Agree to the Terms and Conditions of this Gym Membership Agreement on behalf of the minor; and
- Sign the COPSLSLSC Gym Parental Consent Section of this agreement before Gym Membership is approved.

6.3 By signing this agreement parents or legal guardians agree to be held responsible for any breaches by the minor of the Gym Membership Agreement and acknowledge they will be held liable for any of the consequences or penalties specified in the Agreement including suspension of their own Gym and / or Club Membership.

7. Gym Membership Benefits

7.1 During the term of the Gym Membership, the Gym Member shall be entitled to access to the Gym room and use of fitness equipment and amenities within the COPSLSLSC Gym.

7.2 The Gym Member acknowledges that:

- A Gym Member's access to the Gym and the fitness equipment is not exclusive.
- COPSLSLSC Gym and the fitness equipment must be shared with other Gym Members.
- COPSLSLSC will not guarantee or warrant that the Gym Member will have access to fitness equipment.
- COPSLSLSC Gym opening hours are subject to change without notice.
- COPSLSLSC Gym may at times be operated as an unstaffed facility (as detailed in clause 7.4).

- f) COPSLSC leases or purchases the equipment from third party providers and therefore does not manufacture any of the fitness equipment or other equipment used in the Gym.
- g) COPSLSC is providing recreational services and may not be held liable for defective products or equipment within the Gym.

7.3 The Gym Member is:

- a) Required to complete a PAR Q Form prior to using the Gym for the first time and may be required to complete an Induction Training Program if they answer yes to any question on the survey.
- b) Required to attend an Induction Training Program if under the age of 18.
- c) Encouraged to participate in an Induction Training Program focusing on the safe and correct use of the equipment provided.

7.4 The Gym Member acknowledges that at times, COPSLSC Gym operates as an unstaffed fitness facility. Access to, and use of the facilities, is permitted by the Gym Member during Gym opening hours which may be unstaffed. Gym Members enter and use the facility entirely at their own risk and agree that they will engage in proper use of the equipment and safe conduct.

7.5 The Gym Member acknowledges that the Gym Membership does not include access to personal trainers. Services of personal trainers can be obtained via a separate contract with a COPSLSC endorsed and contracted Personal Trainer and personal training services will be operated under an independent agreement.

7.6 The Gym Member acknowledges that classes and courses held in the COPSLSC facility and surrounds are bookable and if the maximum number of participants is not reached through bookings, the class will then be filled on a first come first serve basis.

7.7 The Gym Member acknowledges that they engage in any classes or courses held in the COPSLSC facility and surrounds at their own risk.

8. Gym Member Obligations

8.1 The Gym Member agrees to:

- a) Abide by the rules and conditions as set out by COPSLSC regarding conduct at the Gym and the use of fitness equipment – which may be displayed on signage at COPSLSC's premises.
- b) Return all gym equipment immediately to designated place in the Gym on completion of the exercise. No equipment or personal belongings are to be left on the floor of the Gym.
- c) Wear appropriate sportswear whilst using the Gym facilities. Gym Members must wear appropriate closed in footwear at all times while using the equipment or fitness area. Bare feet, bare chests or wet clothing are not permitted.
- d) Remove all sand from their body/belongings before entering the Gym.
- e) Bring a towel to every workout and place between body and upholstered equipment. No towel may exclude the Gym Member from entry to the Gym.
- f) Wipe down all gym equipment after use with the cleaning resources provided.
- g) Obey instructions given by COPSLSC Staff concerning the use of fitness equipment.
- h) Swipe their own RFID Wristband upon entry to the Gym.
- i) Not allow entry to any other individual using their RFID Wristband, even in the case where that other individual is a known Club or Gym Member.
- j) Ensure that the outer Gym door closes behind them when they are entering and exiting the Gym.
- k) Not commit any act or engage in any activity which could cause damage to the Gym, the fitness equipment or any item of property of COPSLSC.
- l) Not commit any act or engage in any activity which causes or threatens harm against staff or other Club Members.
- m) Not commit any act or engage in any activity which constitutes sexual harassment against staff or other Club Members.
- n) Not commit any act or engage in any activity that is contrary to the best interests of the COPSLSC and its Members.
- o) Behave appropriately at all times and respect the use, and not interfere with the use, of the Gym by other Gym Members.
- p) Not consume any food or beverage (except water or sports drinks) in the Gym.
- q) Not consume or possess any alcohol, intoxicating substance or illicit substance within the COPSLSC Gym or operate fitness equipment whilst under the influence of alcohol, an intoxicating substance or illicit substance.
- r) Provide COPSLSC with full and ongoing disclosure of any physical or medical conditions.
- s) Not attend the Gym while the Gym Member suffers from any illness, sickness or disease which is contagious.

- t) Report any breakages or damage to equipment or any item of property of COPSLSC immediately to COPSLSC Staff or, during unstaffed hours, place an "Out of Order" sign on the equipment or property.
- u) Not use cameras or mobile phone (other than as detailed in clause 8.4) in the Gym, or in any change rooms or toilets located within the Club.
- v) Not conduct any private business within the Gym or its surrounding areas without the written consent of COPSLSC.
- w) Use locker facilities provided in accordance with the COPSLSC's locker terms and conditions of use.
- x) Maintain their membership to COPSLSC and fulfil all conditions and their obligations as a Club Member and membership category.

8.2 The Gym Member warrants that they are in good physical condition and have had the necessary medical advice prior to embarking on a fitness program or exercise routine. If suffering from an illness, sickness or long term medical condition, or have not visited a fitness facility or gym in excess of 6 months as a result of illness or injury, the Gym Member may be required to provide a Medical Certificate from their doctor permitting membership of a fitness facility.

8.3 If the Gym Member causes any damage to the Gym, the fitness equipment or any item of property of COPSLSC, COPSLSC shall be entitled to charge the Gym Member for costs of repairing the damaged items or, if repair is not possible, the replacement of any damaged items.

8.4 The Gym Member acknowledges that they:

- a) May use their mobile phone or other electronic or music device in the Gym to listen to music provided it does not interfere with the use of the Gym by other Gym Members. If requested by COPSLSC staff, the Gym Member will cease using the device or use the device as instructed by COPSLSC Staff.
- b) Will only photograph, video or record Gym Members for training purposes, if they have the express consent of the Gym Member and in the case of minors with the express consent of their parent or legal guardian.
- c) May use their mobile phone for other general uses including texting, emailing and reading.

8.5 In the event that a Gym Member breaches Clause 8.1 i), the Gym Member acknowledges that they accept full responsibility and liability for any injury, loss or damage suffered by, or attributed to, the person whom they allowed entry into the Gym, whether or not the injury, loss or damage was caused by or resulting from the negligence of COPSLSC and or its Staff.

9. Membership Holds

9.1 Gym Members may be entitled to put their Gym Membership on hold in the event of compelling reasons pertaining to:

- a) Significant medical reasons;
- b) Significant financial hardship; or
- c) Temporary relocation of a duration in excess of 3 months.

9.2 Determination of whether the reasons by a Gym Member are compelling and satisfy the criteria in clause 9.1, will be determined solely by COPSLSC's General Manager. No correspondence will be entered into.

9.3 Gym Members must submit a Gym Membership hold application form to COPSLSC reception. The duration of the hold will be for between two (2) months and six (6) months and will be specified by COPSLSC's General Manager upon review and approval.

9.4 COPSLSC's General Manager reserves the right to cancel any Gym Membership within the specified hold period.

9.5 In the absence of COPSLSC's General Manager the duties, power and authority of the General Manager outlined in clauses 9.2 to 9.4 will be undertaken by the Acting General Manager or Executive Committee appointed representative.

9.6 COPSLSC's General Manager or COPSLSC Staff may also put Gym Memberships on hold in the event of any unforeseen circumstances including closures due to maintenance or safety.

10. Transfer of Membership

10.1 Membership of COPSLSC Gym is not transferrable by the Gym Member.

11. Termination of Membership

11.1 The Gym Member may cancel the Gym Membership Agreement within the term of the membership (as specified in clause 2) at any point with fourteen (14) days written notice to the COPSLSC's General Manager for reason of permanent sickness or physical incapacity that prevents the Gym Member from using a fitness centre with a supporting medical certificate; or death, whereby the Gym Members' estate must provide a death certificate.

- a) In the case of Direct Debit Gym Membership fees will be due and payable for the fourteen (14) days following written notice.
- b) In the case of upfront payment a refund will be provided for the remainder of the Gym Membership fourteen (14) days from the request for membership cancellation. Refund amount will be calculated by applying the direct debit rate to the elapsed time.

11.2 If a Gym Member does not wish to renew their Club Membership for the following season, the Gym Member may request to cancel the Gym Membership Agreement within the term of the membership (as specified in clause 2) to correspond with the expiry date of their current Club Membership.

- a) For Upfront payments a refund will be provided for any remaining Gym Membership extending past the end of current Club Membership calculated at the direct debit rate.
- b) For Direct Debit payments Gym Membership fees will be due and payable up to the date of expiry of the Club Membership. Failure to meet this obligation will be classed as a breach of Gym Membership Agreement and the provisions of clause 12 apply.

11.3 It is the responsibility of the Gym Member to ensure that the COPSLSC has received the notification of termination of Gym Membership.

11.4 In all cases for requests by Gym Members to terminate a Gym Membership Agreement, such requests will be responded to within seven (7) days.

12. Default by Member

12.1 The Gym Member will breach the Gym Membership Agreement if any of the following apply:

- a) The Gym Member fails to pay any amounts owing under this Gym Membership Agreement on the due date for payment and the amount remains unpaid for a period of 7 days.
- b) The direct debit authority is cancelled and not replaced within 7 days.
- c) The Gym Member is or becomes bankrupt.
- d) The Gym Member terminates the Gym Membership Agreement other than in accordance with clause 3.1 and 11.
- e) The Gym Member breaches any of their obligations under clause 8.
- f) The Gym Member breaches any other term or condition of the Gym Membership Agreement and the breach is not rectified within 14 days.

12.2 The Gym Member acknowledges that any breaches of the Gym Membership Agreement may also result in suspension or in the case of serious breaches (as determined by COPSLSC General Manager) termination of their Club Membership benefits.

12.3 If the Gym Member breaches the Gym Membership Agreement, COPSLSC may do any one or more of the following:

- a) Issue a warning letter to the Gym Member.
- b) Refuse entry to the Gym and suspend any or all of Gym Membership benefits for a period of 14 days.
- c) Refuse entry to COPSLSC's facilities and /or suspension of any Club Membership benefits until the situation is rectified.
- d) Terminate the Gym Membership Agreement by serving written notice on the Gym Member.
- e) Terminate their Club Membership by serving written notice to the Gym Member.

13. Assumption of Risk for Personal Injuries

13.1 The Gym Member warrants to the COPSLSC that they are medically sound to undertake a normal course of exercise.

13.2 The Gym Member acknowledges and agrees:

- a) The Gym Members use of COPSLSC Gym facilities and the fitness equipment provided is at the Gym Member's sole risk and responsibility and that the Gym Member is aware that exercise is physically demanding and participation in some activities may result in injuries.
- b) COPSLSC is not liable to the Gym Member for any injuries that the Gym Member sustains while using COPSLSC facilities and the fitness equipment provided unless that injury is caused by the gross negligence of COPSLSC.
- c) Whilst every care is taken COPSLSC cannot guarantee the surfaces in the Gym, including the toilets and change rooms, will not become slippery from water and sweat and is not liable for any injury resulting from this.
- d) To release COPSLSC and all employees, volunteers, agents and officers thereof from and against all liability in negligence or howsoever, arising from the injury, illness or death or loss of or damage to property occurring to or sustained by the Gym Member or any child of theirs or child who is under their care and control whilst in, or near the premises of COPSLSC including the Gym.

- e) If any child of theirs or child who is under their care and control shall be at the premises of COPSLSC or its surrounds (including the Gym) and that child suffers death, illness or injury or loss of or any damage to property then I shall indemnify COPSLSC against any and all claims, demands, actions and causes of any action made or brought against COPSLSC by or on behalf of the said child in respect of any death, illness, injury, loss or damage.

13.3 COPSLSC is not liable to the Gym Member for any injury sustained by the Gym Member while they are under the supervision of a personal trainer. If the Gym Member engages their own private personal trainer, any claims for injuries sustained under the supervision of that trainer should be brought against that personal trainer.

14. Assumption for Risk of Personal Items

14.1 COPSLSC will not be liable for the loss, theft or damage occurring to the personal items of the Gym Member. Personal items are left and/or stored on the premises, including in lockers, at the Gym Member's own risk.

14.2 Vehicles parked in or around the vicinity of COPSLSC are parked at the Gym Member's own risk. COPSLSC will not be liable for the theft or damage to any vehicle or its contents.

15. Privacy

15.1 The Gym Member acknowledges that during the process of entering into the Gym Membership Agreement and during the Term of the Gym Membership Agreement COPSLSC will obtain access to personal information about the Gym Member, such as their contact details, information pertaining to health and bank account details and will not release that information to any third parties, other than Surf Life Saving Western Australia and Surf Life Saving Australia, without prior permission or unless required to lawfully disclose or use the information. These confidentiality obligations will apply to current and former Gym Members.

15.2 The Gym Member acknowledges that COPSLSC may use their personal information to distribute relevant communications and marketing material.

15.3 The Gym Member acknowledges that COPSLSC will use video surveillance to monitor the Gym area for safety purposes, and acknowledges that by entering the facility the Gym Member will be subject to video surveillance. There is no video surveillance within the walls of the bathroom or Gym office used for fitness appraisals and assessments.

16. Complaints

16.1 If a Gym Member has a complaint regarding the Gym Membership Agreement or use of the Gym facilities such complaint should be made in writing to COPSLSC either by:

- a) Electronic mail addressed to admin@citysurf.asn.au; or
- b) Letter to COPSLSC at PO Box 387, Scarborough WA 6922.

16.2 The COPSLSC will acknowledge within seven (7) days that they have received the complaint and will endeavour to respond to the complaint as soon as possible.

17. Governing Law

17.1 This Gym Membership Agreement shall be governed by and construed in accordance with the laws of the State of Western Australia and the parties agree to submit to the non-exclusive jurisdiction of its courts.

18. Severability

18.1 If any part of the Gym Membership Agreement is or becomes illegal, void or unenforceable, this does not invalidate the rest of the Gym Membership Agreement.

19. RFID Access System

19.1 Gym Members are required to use their own RFID Wristband to enter the Gym and are encouraged to tag out where the facility permits.

19.2 RFID Wristbands are not transferrable between Gym Members.

19.3 COPSLSC reserves the right to sanction Gym Members for misuse of the RFID Access System or RFID Wristband, including the right to suspend or cancel Gym and /or Club Memberships.

19.4 Lost and misplaced RFID Wristbands will incur a replacement fee as determined by COPSLSC.

I _____ (Print Full Name) acknowledge that this is a legally binding agreement and that I have read and agree to all of the provisions and terms and conditions outlined in this document.

Signed: _____

Date: _____

Parent/Legal Guardian Consent: I _____ (Print Full Name) acknowledge that this is a legally binding agreement and that I have read and agree to all of the provisions and terms and conditions outlined in this document and I consent to the declaration and application for Gym Membership of the applicant.

Signed: _____ Date: _____

OFFICE USE ONLY

Date Received: ___/___/___

Receipt #: _____

Club Membership Status: _____

Date Processed: ___/___/___

By Staff: _____

Intelli Invoice #: _____

Under 18 Compulsory Gym Induction Completed: YES

C I T Y OF
P E R T H



Phone: (08) 9385 9232 **Email:** admin@citysurf.asn.au **Mail:** PO Box 387 Scarborough, W.A. 6922, AUSTRALIA
181-183 Challenger Parade, City Beach, WA 6016, Australia



This questionnaire aims to identify those individuals with a known health condition, or signs or symptoms of a health condition, who may be at a higher risk of an adverse event during physical activity/exercise. This form is self-administered and self-evaluated.

This screening tool does not provide advice on a particular matter, nor does it substitute for advice from an appropriately qualified medical professional. No warranty of safety should result from its use. The screening system in no way guarantees against injury or death. No responsibility or liability whatsoever can be accepted by City of Perth Surf Life Saving Club for any loss, damage or injury that may arise from any person acting on any statement or information contained in this tool.

Please complete the questions honestly and to the best of your knowledge.

Circle YES OR NO

1	Has your doctor ever told you that you have a heart condition or have you ever suffered a stroke?	YES	NO
2	Do you ever experience unexplained pains in your chest at rest or during physical activity/exercise?	YES	NO
3	Do you ever feel faint or have spells of dizziness during physical activity/exercise that causes you to lose balance?	YES	NO
4	Have you had an asthma attack requiring immediate medical attention at any time over the last 12 months?	YES	NO
5	If you have diabetes (type I or type II) have you had trouble controlling your blood glucose in the last 3 months?	YES	NO
6	Do you have any diagnosed muscle, bone or joint problems that you have been told could be made worse by participating in physical activity/exercise?	YES	NO
7	Do you have any other medical condition(s) that may make it dangerous for you to participate in physical activity/exercise?	YES	NO

If you have answered **YES** to **ANY** of these questions you will be required to speak with a qualified City of Perth Surf Life Saving Club fitness professional for further evaluation **BEFORE** you may commence use of the City of Perth Surf Life Saving Club Gym. You may be required to obtain a medical clearance for exercise.

If you have answered **NO** to **ALL** of these questions and you have no other concerns about your health you can be reasonably sure you can engage in physical activity.

NOTE: If your health changes during the term of your City of Perth Surf Life Saving Club Gym Membership so that you answer YES to any of the above questions, please inform City of Perth Surf Life Saving Club Gym Staff.

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

Signed _____ Date _____