

# MEMBERSHIP AGREEMENT

between Namibia Fitecity Health & Wellness Centre (CC/2018/01399)

and the “Member”

SIX MONTHS

## Personal details of the Member

Surname: \_\_\_\_\_

First name \_\_\_\_\_ Date of birth \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

ID number: \_\_\_\_\_ Mobile number: \_\_\_\_\_

Email: \_\_\_\_\_

Do you declare a disability: Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please specify:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Emergency contact details

Contact name: \_\_\_\_\_ Home number: \_\_\_\_\_

Relationship: \_\_\_\_\_ Mobile number: \_\_\_\_\_

## Office use only

Induction date: \_\_\_\_\_ Membership type: \_\_\_\_\_

Membership number: \_\_\_\_\_ Payment type: \_\_\_\_\_

Staff name: \_\_\_\_\_ Staff signature: \_\_\_\_\_

## 1. Consent to exercise

- Exercising is an essential part of maintaining a healthy lifestyle. Some people however are unable to particularly fully due to illness or other medically restrictive reasons. It is therefore important that the following questions are answered fully and honestly to enable us to ensure that our members can exercise safely.
- Please ensure that you sign the declaration below.
- If you are under 18 a parent or guardian must also sign.
- If you are unable to sign for any other reason, a nominated responsible person may do so on your behalf

## 2. Physical Activity Readiness Questionnaire (PARQ)

	Yes	No
Have you, for any reason, been unable to exercise in the past?		
Has your physician ever advised you against exercising?		
Have you ever suffered from respiratory difficulties?		
Have you ever suffered from fainting, migraines or loss of balance?		
Have you ever suffered from any bone, joint or muscle related diseases?		
Is there any history of heart disease in your family?		
Have you experienced chest pain whilst exercising?		
Do you have high blood pressure?		
Do you have elevated cholesterol levels?		
Are you currently taking prescribed medication?		

If you answered 'yes' to any of the above, please give details below. All information is held in strictest confidence and accessible only by the gym manager and relevant staff.

## 3. Your doctor's details

Doctor's name: \_\_\_\_\_ Surgery name:  
\_\_\_\_\_

Surgery number: \_\_\_\_\_ Surgery address: \_\_\_\_\_

#### 4. Declaration of consent to exercise

I confirm that all the answers above are true to the best of my knowledge and I believe I am able to participate in exercise at FitCity Namibia.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

The person making this application is under 18 or unable to sign themselves. Therefore I confirm that I will be taking responsibility for this person's declaration.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

#### 5. Payment Instruction/Debit Mandate

A. This is my/our instruction to my bank to make payment as stated below and my/our bank can debit my/our bank account. **Authority**

Given by (name and surname of Account Holder) \_\_\_\_\_

Address \_\_\_\_\_

Account Holder's Bank \_\_\_\_\_

Branch Name and Branch Code/ BIC Code \_\_\_\_\_

Account Number \_\_\_\_\_

Type of Account (delete which is not applicable) Current / Savings / Transmission

Amount of deduction authorized by Account Holder \_\_\_\_\_

Date of first deduction \_\_\_\_\_

To (name of beneficiary) \_\_\_\_\_

Abbreviated Name as Registered with the Bank \_\_\_\_\_

Beneficiary's Address \_\_\_\_\_

This signed Authority and Mandate refers to the contract between me/us and the Beneficiary ('you') dated \_\_\_\_\_ ('the Agreement').

I/We hereby authorize you to issue and deliver payment instructions to your Banker for collection against my/our above-mentioned account at my/our above-mentioned Bank (or any other bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Agreement and commencing on \_\_\_\_\_ and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of not less than 30 (thirty) ordinary business days, and sent by prepaid registered post or delivered to your address as indicated above.

The individual payment instructions authorized to be issued, must be issued and delivered as follows: monthly / bi-monthly / three monthly / six monthly / annually / weekly / bi-weekly (delete that which is not applicable).

In the event that the payment day falls on a Sunday, or recognized public holiday in the Republic of Namibia, the payment day will automatically be the very next ordinary business day. Furthermore, if there are insufficient funds in my/our account to meet the obligation, you are entitled to re-represent the instruction for payment to my account for a period of ... .. days (.....) *Number in words* days.

Due to the customary early payment of salaries in December, I hereby authorize you to present my December payment instructions earlier, aligned with my salary payment date. Furthermore, if there are insufficient funds in my/our account to meet the December obligation, you are entitled to represent the instruction to my/our account for payment as soon as sufficient funds are available for a period of ..... days (.....) *Number in words* days.

I/We understand that the payments hereby authorized will be processed through a computerized system provided by the Namibian Banks. I/We also understand that details of each payment will be printed on my/our bank statement. The bank statement must contain a reference number for identification, which must be included in the said payment instruction and if provided to me/us should enable me/us to identify such transaction as linked to this payment instruction authorization. This number must be added to this form in Section F before the issuing of any payment instruction.

#### **B. Mandate**

I/We acknowledge that all payment instructions issued by you shall be treated by my/our abovementioned Bank as if the instructions have been issued by me/us personally.

#### **C. Cancellation**

I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have collected

#### **D. Assignment**

I/We acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such cession or assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

#### **E. Declaration**

I/We hereby declare as follows:

- I/We have the necessary authority to sign this Mandate Authority.
- The information herein provided to you is true, correct and complete. The information shown above is correct.

- I/We agree to be bound by signing this Mandate Authority.
- By signing this Mandate Authority, I/we agree that any previous Mandate Authorities signed by me/us relating to Agreement Reference Number: \_\_\_\_\_ is hereby revoked.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_

(Signature as used for operating on the account)

## 6. Membership Terms & Conditions

### 6.1 FACILITY

- No member may use the FitCity Namibia name and or/logo for any purpose.
- Members shall not change or seek to change any environmental controls
- For the purposes of this agreement “The Facility” shall refer to the premises of Fitcity Namibia or any other location where Fitcity may from time to time chose to conduct its activities.

### 6.2 RELEASE AND WAIVER OF LIABILITY

- Member recognizes that there are hazards and risks connected with physical fitness training. These risks include, but are not limited to, abnormal blood pressure, fainting, heart disorders and heart attack, dehydration, heat exhaustion, sprains, muscle strain, blisters, stress fractures, shin splits, tendonitis, cartilage tears, bursitis, back pain and bruising of joints. Exercise beyond one’s physical limits and/or accidents involving exercise equipment’s may result in serious injury or even death.
- Members agree to defend, indemnify and hold harmless FitCity Namibia against any loss, damage or expense incurred by reason of any claim or liability based upon personal injury (including death) or property damage arising out of the negligent or intentional action of the member.
- Member further agrees to release FitCity Namibia and it’s owners, officers, agents, employees and/or affiliates from any and all liability arising out of injury to the member, and further agrees to defend, indemnify and hold Fitcity Namibia, it’s owners, officers, employees and/or affiliates free and harmless from the same.

### 6.3 PROHIBITED ACTIVITES

- Drugs, alcohol (including steroids) and smoking are prohibited with the facility.

- Members agree not to use the facility or engage in any activity at FitCity Namibia while under the influence of drugs, alcohol or medication that may impair the Member's ability to operate the equipment.
- No weapons of any kind are allowed.
- No photography, video recording, filming or audio recording is permitted within the Facility without the express written consent of management.
- FitCity Namibia reserves the right to limit the consumption of food and beverages within the facility.
- Management or staff may decide at their own discretion against the use of certain equipment within the facility.
- Offensive behavior and offensive language will not be tolerated.

#### **6.4 MEMBERSHIP FEES AND CANCELLATION**

- Membership fees are payable in advance every month.
- For the purposes of this contract the fees are fixed at N\$750 per month less discount of 20% per month (Total: N\$600/month) for twelve months.
- Fees are subject to price increases which will be communicated to members at least thirty days in advance.
- If, for any reason a direct debit payment fails to credit our account, membership will be suspended until payment resumes or another payment method is used.
- The initial duration of the membership is one year. After one year the membership will roll over on a yearly basis. The membership stays active and this contract valid until it is terminated.
- This contract can be cancelled by way of the written cancellation form. A notice period of thirty days from the beginning of the month following the receipt of such cancellation applies.
- This contract can ONLY be terminated once account payments is updated.
- Cancellation is possible only after 12 months from signing up have lapsed.
- The month of January 2023 for free
- Membership is not transferrable.

#### **6.5 DRESS/TOWEL POLICY**

- Appropriate clothing must be worn at all times while in the gym facility.
- Members agree to bring a small towel to wipe down machinery after use.

## **6.6 HEADINGS**

- The headings in this agreement are inserted for convenience only and shall not constitute a part of this agreement.

## **6.7 BINDING EFFECT**

- This agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

## **6.8 ENTIRE AGREEMENT**

- This agreement, including its annexures, lists and other documents referred to in this Agreement which form a part of this agreement, embody the entire Agreement and understanding of the parties with respect to the subject matter contained in this agreement.
- There are no promises, warranties, covenants or undertakings other those set forth or referred to in this agreement.
- This agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter.
- There shall be no variation of this agreement unless agreed to by both parties in writing.

## **6.9 GOVERNING LAW**

- This agreement and all documents mentioned herein by reference shall be governed by the laws of the Republic of Namibia.

## **6.10 SUSPENSION AND TERMINATION**

- I understand that FitCity Namibia may suspend or terminate my membership at any time, in its sole and absolute discretion, for non-payment of membership fees or for violation of any of FitCity Namibia's policies or procedures and that in so doing FitCity Namibia assumes no further liability to adhere to the terms of this agreement.

## **6.10 ACCEPTANCE OF TERMS**

- As a member I understand that I am entitled to use the facility within the scope of the membership that I have selected, and that I am obligated to pay my dues and fees regardless of whether or not I use the facility.
- I agree to promptly update FitCity Namibia of any change in my information, including contact details and changes to banking details.

**I certify that I have read the foregoing membership agreement, and by signing below I acknowledge that I understand and agree to be bound by the terms and conditions hereof.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signed in Windhoek, Namibia on \_\_\_\_/\_\_\_\_/20\_\_\_\_