



Personal details

Surname: _____

Address _____

Office number: _____ Mobile number: _____

Email: _____

Do you declare a disability: Yes _____ No _____

If yes, please specify:

Emergency contact details

Contact name: _____ Home number: _____

Office use only

Induction date: _____ Membership type: _____

Membership number: _____ Payment type: _____

First name _____ Date of birth _____

Relationship: _____ Mobile number: _____

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 elevated cholesterol levels?		Are
you currently taking prescribed medication?		
Do you have high blood pressure?		

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: _____ Doctor's number: _____

4. Declaration of Consent to Exercise

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

Signature: _____ Date: ____/____/____

Name: _____ Relationship: _____

Signature: _____ Date: ____/____/____

5. Member's Payment

Before signing this document, I have read, understand and hereby agree to the terms and conditions of Membership and know that it affects my legal rights. **I agree to pay the following monthly until I Cancel my membership.**

The monthly Gym Membership Fee of N\$ 850 will be withdrawn on the stipulated day I have chosen below of each month.

Please complete the account information below, which hereby authorizes Fit City Namibia to debit the Following account for the above membership each month.

Name (as it appears on account): _____

Account number: _____

Branch..... :

Debit Order Date Preferred 25th..... Or 30th..... or 1st..... of every month.

Signature: _____ Date: ____/____/____

The person making this application is under the age of 18 and/or unable to sign themselves. I, therefore, confirm that I shall take responsibility for this Applicant's declaration.

6. Membership Terms & Conditions

- 6.1. 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 fracture, shin splints, tendonitis, cartilage tears, bursitis, back pain and bruising of joints. Exercise beyond one's physical limits and/or accidents involving exercise equipment may result in serious injury or even death.
- Member agrees 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 Member.
 - Member further agrees to release FitCity Namibia and its owners, officer, agents, employees and/or affiliates from any and all liability arising out of injury to Member, and further agrees to defend, indemnify and hold FitCity Namibia, its owners, officers, employees and/or affiliates free and harmless from against the same.
- 6.2. PROHIBITED ACTIVITIES.** ○ No alcohol, drugs (including steroids), and smoking are prohibited within the Facility.
- Member agrees 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 Member's ability to operate the equipment.
 - No weapons of any kind are allowed. ○ Cups and mugs are not allowed in the gym or studio.
 - No photography, videotaping, filming or audio recording is permitted within the Facility without the express consent of FitCity Namibia's management.
 - FitCity Namibia reserves the right, in its sole discretion, to limit the consumption of food or beverages, or to the use of outside equipment within the Facility. Gambling or gaming is prohibited within the Facility or on the premises.
- 6.3. DRESS/TOWEL POLICY.** ○ FitCity Namibia requires that members wear appropriate clothing and footwear while in the Facility. Appropriate clothing includes gym shorts, T-shirts, jogging suits, aerobic wear and sweat outfits. Street clothing and jeans are not considered appropriate clothing. Street shoes and black-soled shoes are prohibited within the Facility.
- Member agrees to have a cloth towel during workouts to protect and clean the equipment after Member's use.
- 6.4. INCREASES**
- FitCity reserves the right to increase your fees only at any time after your initial contract term has ended. FitCity will make reasonable efforts to notify you about this at least 28 days beforehand by writing to the address you last gave us (which may be an email address). FitCity will consider that you have received our letter or email on the second business day after it is sent.
Where FitCity have made a reasonable effort to let you know about a fee increase, you authorise us to apply these increases.
- 6.5. HEADINGS.**
- The headings in this Agreement are inserted for convenience only and shall not constitute a part of this Agreement.
- 6.6. 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.
- 6.7. ENTIRE AGREEMENT.** ○ This Agreement, including the 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 restrictions, promises, warranties, covenants or undertakings, other than those set forth or referred to in this Agreement.

- This Agreement supersedes all prior agreements and understandings between the parties with respect to each subject matter.
- There shall be no variation of this agreement unless agreed to by both parties and in writing.

6.8. GOVERNING LAW

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

6.9. FURTHER ASSURANCES

- The parties agree to execute such further documents as may be necessary, proper or convenient, for the purpose of fully effectuating the terms and conditions of this Agreement.

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 and procedures, and that in so doing, FitCity Namibia assumes no further liability to adhere to the terms of this Agreement.

6.11. CODE OF CONDUCT ○ Each member must respect fellow gym Members gym users and behave in an appropriate manner at

all times

- Offensive language or behavior will not be tolerated
- Clashing weights, excessive noises and mistreatment of equipment will not be tolerated.
- Anyone under the age of 16 must be accompanied by an adult at all times within the gym.
- The gym is for the use of FitCity Namibia members only, therefore guests are not allowed.
- Members shall not change or seek to change any environmental controls

6.12. 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 address, telephone number or email address) or change in credit information.
- Members agree to join for a minimum of 1 year. From then on the membership will roll over on a monthly basis
- Membership are not refundable or transferable.

I certify that I have read the foregoing Membership Agreement, and that by signing below, I acknowledge that I understand and agree to be bound by all of the terms and conditions hereof. I further acknowledge that a fully executed copy of this Membership Agreement has been provided to me.

Signed in Windhoek on this _____ day of _____ 20__.

Name

Surname.....

Signature

