



**FOREVER FIT  
GYM**

### **PERSONAL DETAILS**

FULL NAMES AND SURNAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ IDENTITY / PASSPORT NUMBER: \_\_\_\_\_

(Copy of ID or Passport to be supplied)

RESIDENTIAL ADDRESS: \_\_\_\_\_ CONTACT: Home \_\_\_\_\_

\_\_\_\_\_ Work \_\_\_\_\_

\_\_\_\_\_ Cell \_\_\_\_\_

\_\_\_\_\_ Email \_\_\_\_\_

EMPLOYMENT DETAILS: \_\_\_\_\_

NEXT OF KIN: Name and Surname: \_\_\_\_\_

Contact Number: \_\_\_\_\_ Relationship: \_\_\_\_\_

**CONTRACT NO:** \_\_\_\_\_

A once of Joining Fee of \_\_\_\_\_ (Non refundable) and the monthly subscription fee of \_\_\_\_\_ will apply.

The initial contract period is \_\_\_\_\_ months and is effective from \_\_\_\_\_. Expiry date being \_\_\_\_\_.

A fee of R 25-00 will be charged on all returned / unpaid debit orders regardless of reason for return. I, the above Member accept and agree to paying said fee.

### **NO LIABILITY AND INDEMNITY**

I, the above member and signatory of this contract, agree and acknowledge that FFGYM Pty Ltd trading as Forever Fit Gym will not be held liable for death, injury, loss or damage suffered by myself and/or the member/s through or contributed to any cause whatsoever, including but not limited to, any negligent (including gross negligent) act and/or omission or breach of agreement on the part of Forever Fit Gym, it's Members, Employees, Contractors, Independent Consultants and/or other Members.

I agree and acknowledge that I enter upon and exit the premises (inclusive of the parking areas and common areas) and use the facilities and all equipment, including the Kids Zone facility, entirely at my own risk.

In addition, I agree that Forever Fit Gym shall not be vicariously liable for any loss or damage suffered by me and/or other Members as a result of theft on the part of its Employees, Independent Contractors, Consultants and/or other Members.

I, and/or my estate, hereby indemnify Forever Fit Gym against any claim by any person arising directly or indirectly from my death, injury, loss or damage suffered by a Member, allegedly caused or contributed to by any act or omission by Forever Fit Gym, their Members, Employees, Contractors, Consultants and Agents.

The Members, Representatives and Employees of Forever Fit Gym hereby undertake to keep all personal information supplied herein Strictly Private and Confidential.

**I confirm, acknowledge and accept that I am of sound mind and that the above AND reverse hereof ( Terms and Condition as well as (Rules and Regulations) have been explained to me in detail, and I fully understand and accept the contents hereof**

SIGNED BY \_\_\_\_\_

Member and Signatory of contract

\_\_\_\_\_

Representative of Forever Fit Gym

DATE SIGNED: \_\_\_\_\_

## TERMS AND CONDITIONS OF CONTRACT

- 1 You are entitled to terminate this agreement within 7 (seven) days of date herein. Such termination must be submitted in writing and received by an official representative of Forever Fit Gym. Any Joining fees or pro-rata subscription fees paid at the time of signing this contract are NOT refundable.
- 2 This contract is automatically renewable for a further 12 (twelve) months, with an annual escalation fee, on the anniversary date of this contract, unless one calendar month written notice to cancel has been submitted by the Member and receipt thereof acknowledged by Forever Fit Gym, at the beginning of the 12th month of this contract.
- 3 Should a Member, for whatever reason, cancel their membership during the contractual period, then 70% of the remaining subscription amount of the contract will be payable. The Member will not be released from their contractual obligation until such time as the fee is paid in full to Forever Fit Gym.
- 4 Should a Members account be in arrears by any amount, for whatever reason, at the time of cancellation submission, all arrears amounts are to be paid in full before cancellation can be effected.
- 5 Contracts are NOT transferrable and will NOT be placed on hold for any reason whatsoever, except for medical conditions where an ORIGINAL doctors report is produced.
- 6 Should a Members monthly debit order payment be rejected, for whatever reason, it is the duty of said Member to remedy payment to Forever Fit Gym with 5 (five) days of debit order being returned. An additional fee of R 25-00 will be charged for any unpaid debit order, regardless of reason for return. Same fee to be paid to Forever Fit Gym at the time of settling unpaid debit order amount. Members access to the facility shall be temporarily suspended until such time as all fees due are paid in full to Forever Fit Gym.  
  
Should no payment for unpaid debit orders and penalty fees be received by Forever Fit Gym by the end of the said current month, Forever Fit Gym will then have the right to terminate the Members contract in full. Legal action may be instituted to recover all outstanding contractual fees, including legal costs on the scale between attorney and own client, inclusive of any collection commissions, if any.
- 7 All legal actions and disputes will be processed through the Brits Magisterial Court and all non payers and defaulters will be listed with all credit bureaus. Both parties agree to the jurisdiction of Brits Magistrates Court. The member agrees that the address provided is the chosed address for service of all legal processes and is the elected domicilium citandi et executandi.
- 8 Members are entitled to utilize and access the facilities of Forever Fit Gym subject to the signature and payment of this agreement and provided that Forever Fit Gym may at any time withdraw part of its facilities for any period in connection with repairs, alterations / refurbishment of the said facilities.
- 9 If Forever Fit Gym ceases to operate, then the Members membership shall be terminated and the Member shall have no claim for damage against Forever Fit Gym, save for a refund of a pro-rata amount of any pre-paid membership fee, if any.
- 10 This agreement was duly and fully completed before signature by the member and the information contained herein is certified true and correct. Forever Fit Gym reserves the right to cancel this contract should the information supplied herein be found to be incorrect and/or false. The Signator understood the contents of same.
- 11 Owners / Management of Forever Fit Gym can, at their discretion, cancel a members contract and terminate membership to the facility, should they at any time feel that the said member is bringing unnecessary disruption to the harmony of the facility.
- 12 Forever Fit Gym may increase the monthly membership fee on an annual basis, provided that the member has been notified of such increase with at least 30 days notice, or at the time of the contract renewal being processed.
- 13 It is the duty of the Member to update their current information / details should they change at any time.

## RULES AND REGULATIONS OF THE FACILITY

### MEMBERS

Members between the ages of 14-16 years will not be authorised to use the training facility unless under the supervision of a Forever Fit Gym personal trainer or their own Parent / Guardian who is a Member of Forever Fit Gym.

### ACCESS CONTROL

For safety, security and public liability purposes, it is compulsory to use the Biometric Access Control system for admission to the Forever Fit Gym facility. The Member agrees to allow Forever Fit to make use of a fingerprint for record purposes to be used for access control purposes. It is also compulsory that an identity photo be taken of every Member for access control purposes.

### GYM ETIQUETTE

Members are to respect each other at all times. Vulgarity or offensive language directed to another member will be tolerated. Discrimination of any form will not be accepted.

### DRESS REGULATIONS

A Member shall at all times wear closed training shoes (no slops, slippers or sandals) whilst training. Suitable active wear must be worn at all times (no cargo pants, golf shorts or jeans) whilst exercising and no member may train without wearing a top.

A sweat towel must be on hand and used at all times. No sharing of sweat towels. Members are requested to wipe equipment after use. NO TOWEL - NO TRAINING.

### ELECTRONIC AND FREE WEIGHT EQUIPMENT

All Forever Fit Gym personnel have been instructed by management to assist and correct any Member using equipment incorrectly. (This is purely to prevent injury to the Member and not intended to make Members feel uncomfortable in any way).

It is compulsory for all Members to replace their weights after use. Should a Member continuously fail to replace their used weights, management reserves the right to address the situation and take applicable action.

### PERSONAL BELONGINGS

Lockers are provided for Members free of charge in which to store their personal belongings. Members to supply own lock and key. Lockers are used at own risk.

No goods to be left in lockers overnight and no lockers are to be kept locked once goods are removed. Management reserves the right to remove locks and inspect goods at any time, in the presence of the Member who is responsible for such goods is such locker.

Forever Fit Gym, the management and / or staff, will not be held responsible for any loss or theft of money, loss or damage to personal property of Members or their guests.

Forever Fit Gym, the management and / or staff, will not be held responsible for any loss, theft or damage to motor vehicles or other modes of transport of Members or their guests on club premises or any parking area designated for use by members or their guests.

### KIDS ZONE

The Kids Zone is a child minding facility offered to Members who have no alternative child minding facility whilst they are training. The children are looked after by a responsible but not qualified child minder and the Members make use of such facility at their own risk. Although Forever Fit Gym, its owners, management and staff, will take every precaution to ensure the safety and security of the children, they will not be held liable for death or injury or loss / damage of personal items of such child.

### CLOSURE

Forever Fit Gym reserves the right to close the facility to its Members over the Easter and Christmas periods without any subscription reduction or other form of credit / rebate to Members for such closure.

### GENERAL

Please familiarise yourself with the general rules of the club which are layed out in the contract. If you do not understand any of these rules, same will be explained to you by a Forever Fit Gym Representative.

**I confirm, acknowledge and accept that I am of sound mind and that the above AND reverse hereof ( Terms and Conditions) as well as (Rules and Regulations) have been explained to me in detail, and I fully understand and accept the contents herein.**

APPLICANT: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_