

MEMBERSHIP APPLICATION				
APPLICANTINFORMATION				
Name & Surname:				
Identity Number:				
Current address:				
		Postcode:		
Email:				
Phone:	Date of birth:			
EMPLOYMENT INFORMATION				
Current employer:				
Occupation:				
Work contact number:				
EMERGENCY CONTACT				
Emergency Contact:				
Emergency Number:				

# **Select your membership type below:**

Membership Type	1 Month	3 Months	6 Months	12 Months
Personal Training – Package 1	R 1 050-00	R 980-00	R 900-00	N/A
Personal Training – Package 2	R 1 300-00	R 1 170-00	R 1 050-00	N/A
Personal Training – Package 3	R 1 550-00	R 1 420-00	R 1 300-00	N/A
Personal Training — Buddy Package 1	R 1 900-00	R 1 800-00	R 1 700-00	N/A
Personal Training – Buddy Package 2	R 2 400-00	R 2 200-00	R 1 950-00	N/A
Personal Training – Buddy Package 3	R 2 600-00	R 2 450-00	R 2 350-00	N/A
Gym Member – Anytime	R 420-00	R 400-00	R 350-00	R 300-00
Online Personal Training – 6 Week Package	R 600-00		N/A	NA

Email: <u>bellafitstudio@gmail.com</u>



# **GENERAL TERMS AND CONDITIONS**

#### Membership

All membership fees and schedules are subject to change. Membership fees are payable **monthly in advance**, before or on the 1<sup>st</sup> of every month and can be paid either by direct deposit into our nominated bank account, or cash, or direct debit facility. The first month's payment will include a **joining fee** to cover setup fees with regards to the biometric system and personal member profile. Bella Fitness Studio uses a service provider to collect recurring facility based membership fees who charges a small fee for each transaction. Fees charged are independent to fees charged by Bella Fitness Studio. A late payment/ declined payment may result in an additional charge from the service provider and a penalty fee from BFS. (*Refer to Biometric Thumb Reader below for actions in the event of NO PAYMENT*)

General memberships are monthly based; a discount only applies to contracts signed for 3 or 6 or 12 months. Please note that a **penalty fee** will be charged if memberships are cancelled before the contract end date. Bella Fitness Studio is not responsible for timing or late cancellation of direct debit arrangements.

Personal training fees are either based on a month-to-month basis, or a 6 month contract at a discounted price per month. Persons who undertake personal training sessions must be aware that general members have open access to the gym at any time and your session may therefore not be a private session, however the personal trainer will not have more than one member per personal training session unless it is a Buddy Training session.

Buddy training fees are either based on a month-to-month basis, or a 6 month contract at a discounted price per month. Buddy training is at a discounted price as 2 people will be training together in **ONE** session. Separate sessions for the 2 people are not allowed and if one of the members is not able to attend the scheduled session, this will not be re-scheduled – thus, choose your buddy carefully!

Should the personal trainer not be available due to unforeseen circumstances, these sessions will be rescheduled or carried over to the next month. Should sessions be missed due to the client being unable to attend, 24 hour notice must be provided to enable us to reschedule the session. Should you not cancel in advance or not pitch for the session, that session is forfeited. NO sessions are carried over to the new month, thus all sessions as per your membership type must be used within the month as per the schedule.

General membership of the gym is generally not available to children under the age of 16 years.

#### **Biometric Thumb Reader**

Members will access the premises using a biometric thumb reader which will unlock all entry doors to the gym. Shared gym access with a non-member will result in forfeiture of membership effective immediately.

The biometric system is linked to a software programme which tracks and manages access to the premises based on up-to-date membership payments. Should you not have paid your membership fee on time the system will block your thumb print from gaining access to the premises. In the event this happens, you would have to make payment and notify us to unblock the system upon which a penalty fee would be required.

## **CCTV Policy**

Please note that the premise is monitored by CCTV 24 hours a day. Bella Fitness Studio reserves the right for its employees to review footage as required, and by entering onto our site you consent to your image being recorded and reviewed and waive any and all claims in relation to same. Footage will be stored securely and retained in accordance with Bella Fitness Studio's data protection policy.

#### Dress and Conduct

All members should dress appropriately. This includes the wearing of a shirt and the use of a towel. No open toed shoes, sandals or thongs are allowed in the exercise area during training times or "open gym" times.

Bella Fitness Studio is committed to the health, safety and welfare of each of its members and staff and will not tolerate unreasonable, threatening, obscene, harassing, indecent or illegal behaviour. Bella Fitness Studio may, at its discretion, request members and/or their guests to leave the premises. Bella Fitness Studio reserves the right to terminate the membership of any member engaging in unacceptable behavior.

Members are liable for damages to Bella Fitness Studio property that results from the willful or negligent conduct of a member, a member's guest or dependent children.

## **Lost Articles and Damage to Member's Property**

Bella Fitness Studio is not responsible for lost or stolen articles or damage to articles. All articles are stored at member's risk and the gym discourages members from bringing valuable articles to the gym.

#### Consent and release for use of Photographic and Video Images

All members, unless specifically requesting not to do so in writing, authorise Bella Fitness Studio, from time to time, without further notice or permission and without payment of any kind to photograph, videotape, and audiotape them for advertising, promotional or instructional purposes.

## **Late Attendance to Sessions**

All members should arrive at least 5 minutes prior to the commencement of all sessions. Should you arrive late, the session will have to end as per the scheduled time to ensure the next client's session is not delayed.

#### **Rules and Policies of the Gym**

All members agree to learn and abide by all the rules and policies set by Bella Fitness Studio and that may change from time to time.

### ADDITIONAL DISCLOSURES

Email: bellafitstudio@gmail.com



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Bella Fitness Studio is a gym that engages in strenuous and high intensity exercise routines. You should consider whether this style of exercise is suitable for you. All members must complete an induction session to ensure proper and safe use of all training equipment.

Bella Fitness Studio has limited members and therefore operates as an "Open Gym" which means that all members are allowed to use the gym at any time during operating hours, except for personal training sessions which will be scheduled for specific times with the personal trainer. Members who do not make use of Personal Training must familiarize themselves with the gym's equipment and undertake independent and unsupervised training at their own risk.

Bella Fitness Studio is committed to training excellence and reserves the right to change operating hours, type and quantity of equipment, the type and frequency of its sessions, and fees, from time to time at its sole discretion.

ELECTRONIC COMMUNICATION				
Bella Fitness Studio highly values and respects your privacy. We have the option to communicate with you by email, SMS or Whatsapp. We will never release or sell your private information.				
Consent to contact you by email and /or SMS and / or Whatsapp	Yes / No			
SIGNATURE:				
I wish to apply for membership to Bella Fitness Studio and agree to the General Terms and Conditions.				
Signature of applicant:	Date:			

#### **Account Name:** Kerryn Ferreira ABSA

Type of Account: Savings Account **Branch:** Graaff-Reinet 928 555 9994 **Account number:** 

Bank:

**Bank Details** 

Email: bellafitstudio@gmail.com



ACKNOWLEDGEMENT & WAIVER OF RISKS & INJURY				
Bella Fitness Studio, Its owners, employees, trainers and contractors, And				
Participant's Name				
WARNING – THIS IS AN IMPORTANT DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED THAT YOU UNDERSTAND IT. IF YOU HAVE ANY QUESTIONS PLEASE ASK OUR REPRESENTATIVE.				
ACKNOWLEDGEMENT OF RISKS, INJURY AND OBLIGATIONS				
I ACKNOWLEDGE that the activity I have voluntarily agreed to undertake is a dangerous activity and that by partic	cipating in it I am exposed to certain risks.			
The activity includes, fitness classes incorporating cardio vascular exercise, strength and conditioning training, resistance training, weight lifting and personatraining sessions, training activities undertaken both on and off the premises, and other services provided to the participant by Bella Fitness Studio.				
I ACKNOWLEDGE AND UNDERSTAND that whilst participating in such activity:  I may be injured, physically, emotionally or mentally, or may die.  My personal property may be lost or damaged.  Other persons participating in such activity may cause me injury or may damage my property.  I may cause injury to other persons or damage their property.  The conditions in which the activity is conducted may vary without warning.  I may be injured or die or suffer damage to my property as a result of negligence or breach of contract by Bella Fitness Studio.  There may be no or inadequate facilities for treatment or transport of me if I am injured.  I assume the risk and responsibility for any injury, death or property damage resulting from my participation in the activity.				
<ul> <li>I FURTHER ACKNOWLEDGE AND UNDERSTAND that whilst participating in such activity:</li> <li>I will follow the safety advice, training directions and exercise instructions of the Bella Fitness Studio fitness trainer/s, contractors, agents and volunteers.</li> <li>If I feel unwell during training or feel pain and/or discomfort, I will cease participating and immediately advise a trainer.</li> <li>If, for any reason, I require first aid or medical assistance, I authorize Bella Fitness Studio trainer to seek emergency medical assistance on my behalf with the understanding that I am responsible for all costs incurred.</li> </ul>				
RELEASE OF LIABILITY AND INDEMNITY TO BELLA FITNESS STUDIO				
IN CONSIDERATION of the acceptance of my payment for participating in the activity (and except to the extent that the same may be precluded by Law) I AGREE TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against Bella Fitness Studio, its owners, employees, trainers, contractors, volunteers, and agents, notwithstanding that such claims may arise due to negligence, breach of contract, or breach of statutory duty. FURTHER;				
<ul> <li>I participate in the activity at my sole risk and responsibility.</li> <li>I release, indemnify and hold harmless Bella Fitness Studio, its owners, employees, trainers, contractors, volunteers, and agents, from and against all and any actions or claims which may be made by me, or on my behalf by other parties, arising out of any injury, loss, damage or death caused to me or my personal property whether by negligence, breach of contract or in any other way whatsoever.</li> </ul>				
I ALSO AGREE THAT in the event that I am injured or my personal property is damaged, I will bring no claim, legal or otherwise against Bella Fitness Studio in respect of that injury or damage. This agreement shall be effective and binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.				
Signature of applicant:	Date:			
PARENT /GUARDIAN TO ALSO SIGN WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE				
Ibeing the parent or guardian of the person named in this acknowledgement and release HEREBY ACKNOWLEDGE AND AGREE:  I have read the whole of this document and understand it.  I consent to the person named in this acknowledgement and release participating in the activity and  I am aware of the risks, dangers and obligations set out above in the acknowledgement and release.				
IN CONSIDERATION of the person named in this acknowledgement and release being accepted to participate in the activity I AGREE TO THE RELEASE AND INDEMNIFY Bella Fitness Studio in the same manner and to the same effect and extent as if I were the person first named in the acknowledgement and release and the person participating in the activity.				
Signature of Parent / Guardian:	Date:			