



Membership Enrolment Form & Direct Debit Request

Contact Details :

Name : _____
Address : _____
p/code : _____
Phone : M : _____
H : _____
W : _____
Email : _____
D.O.B : ____ / ____ / ____

Package and Payment Details : (please tick)

☐ D/D Monthly - \$60 ☐ 1 Month term - \$65 ☐ OTHER / SPECIAL / PROMO -

Payment Method

☐ CASH ☐ EFTPOS ☐ DIRECT DEBIT AMOUNT PAID \$

DIRECT DEBIT DETAILS (IF DIRECT DEBIT)

Acknowledgement : By signing this Direct Debit Request you authorise FIT tone to enter a charge against your nominated credit card / bank account for an amount and frequency as agreed upon by you.

Name on Card : _____

Credit Card Number :

Expiry Date : ____ / ____

Card Type : ☐ visa ☐ m/card ☐ bankcard

Signature of all account / card holders:

Date:

Signature

/ /

WAIVER AND RELEASE, by signing this form you voluntarily accept the potential risk of injury when under taking any fitness and gym activities at FIT TONE (12 Stutt Avenue, Doncaster 3108) and that FIT tone is not responsible for any damage that may occur to your personal property, or any injuries that you may incur while at FIT tone health and fitness studio. By signing this form you believe yourself to be in proper physical condition to participate in such activities including but not limited to Personal Training, Weight training, Aerobic training and group classes. **AT ALL TIMES THE GYM MAY BE UN-SUPERVISED**



WAIVER AND RELEASE FOR USE OF GYM

Matthew Manno trading as Tone Health and Fitness (**FIT**) conducts the business of a gym facility that provides personal training services, bootcamp classes and access to its exercise equipment (the **Activities**). The Client must acquaint themselves with risks involved in using the gym facilities provided by FIT, read and sign this waiver. Any member under the age of 18 years of age must also have the permission of a parent or legal guardian indicated by them co-signing the this waiver and release form.

1. I agree to abide by the instructions, rules and regulations made or given by FIT and its agents, employees, officers, directors, affiliates, successors and assigns, coaches, teachers and trustees (the **Personnel**), while participating in the Activities.
2. I agree to indemnify FIT and its Personnel against all claims made against FIT in respect of any injury, loss or damage suffered in connection with my failure to comply with FIT and its Personnel's instructions, rules and/or regulations.
3. I am responsible for any damage caused to FIT's equipment as a result of my negligence. I acknowledge and agree that any repairs to equipment, caused as a result of my negligence, will be at my own expense.
4. I acknowledge and agree that there are dangers associated with the consumption of alcohol or any mind-altering substances and I declare that I will not be under the influence of alcohol or any mind-altering substances while participating in the Activities.
5. I indemnify FIT and its Personnel against all claims made by me and/or any other person against FIT in respect of any injury, loss or damage suffered arising out of or in connection to my consumption of alcohol or any mind-altering substances while participating in the Activities.
6. I acknowledge that the Activities may be unsupervised by FIT and its Personnel. I indemnify FIT and its Personnel against all claims against FIT and its Personnel in respect of any injury, loss or damage out of or in connection with unsupervised activities.
7. I understand that the Activities are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns, administrators, executors and next of kin, I waive all claims of damage, injuries and death sustained to me or my property, that I may have against the aforementioned release party to such activities, including claims in tort, contract, equity or otherwise.
8. I acknowledge, agree and represent that I understand the nature of FIT and that I am in good and in proper physical condition to participate in the Activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.
9. I acknowledge and agree that I will report all accidents, injuries, loss and damage caused during or as a result of partaking in an Activity before I leave FIT's premises.

10. I agree that FIT and its Personnel may provide evacuation, first aid and medical treatment if I suffer from any accident, injury, loss or damage while participating in the Activities. I agree and acknowledge that any evacuation, first aid and/or medical treatment provided to me by FIT will be at my own expense.
11. By this Waiver, I assume any risk, and take full responsibility and waive FIT and its Personnel from any injury, death, damage, or loss of personal property, associated with FIT, including but not limited to using the facility and its equipment in any manner, form or fashion, and participating in the Activities.
12. To the extent permitted by law, I acknowledge and agree that all warranties, covenants and stipulations are hereby excluded.
13. The provisions of this form will continue in full force and effect even after the termination of the Activities conducted by, on the premises of, or for the benefit of FIT, whether by agreement, by operation of law, or otherwise.
14. ***I agree that I will not facilitate the entry of any non-member into the gym during unstaffed hours, doing so may mean an immediate cancellation of membership and access to the gym.***

I am of the legal age to form a binding contract with FIT and I have read, understood and fully agree to the terms of this Waiver and Release. I understand and confirm that by signing this Waiver and Release I have given up considerable future legal rights.

OR

I am a parent or guardian of the Client to this Waiver and Release and accept personal responsibility to ensure that the Client complies with it, and also accept to rectify any failure of the Client to comply with this Waiver and Release.

I also accept all responsibility for any injury, loss, damage or illness that may arise with the Client's participation of the Activities. I indemnify FIT and its Personnel against any and all claims made against FIT in respect of any injury, loss or damage suffered by the Client in connection with the Activities and the Equipment . I understand and confirm that by signing this Waiver and Release the Client has given up considerable future legal rights.

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Signature of Client

.....
Print Name (Block Letters)

.....
Parent/Guardian Signature (if the Client is under 18 years of age)

.....
Date