**Membership Form**

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

**D.O.B:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Phone**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Membership** (eg silver, gold, platinum):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**IMPORTANT**: Please read this document carefully. It is a condition of your use of our services that you comply with these terms and conditions. These terms and conditions apply to all goods or services supplied by Change It Up Training (CIUT). They are to be read in addition to and will prevail over any additional terms and conditions specified forany individual purchase of sessions supplied by CIUT. In so committing to this, I acknowledge, warrant and agree that:

**1. Interpretation**:

• CIUT means Change It Up Training ABN 32 627 529 686 (CIUT PTY LTD)

• Agreement means this document, the attached Direct Debit Form as well as any schedule or annexure to this document.

• Representative means any of CIUT's directors, officers, contractors, sub-contractors, servants, agents or other representatives.

**2. Membership Policy**:

• All members are to wear suitable attire and footwear, bring a drink bottle and any other aids required by the member (e.g. asthma puffers, sunscreen etc) to each session.

• All members commit to a membership package where the member agrees to continue with the agreed package until the finish date. The member may upgrade to a higher membership package with more sessions or drop down a membership.

• **Any missed sessions not made up within the month of membership will be forfeited**.

**3. Terms of Payment**:

• Payment is due monthly unless otherwise arranged via Ezidebit and the member has read and agreed with Ezidebit’s direct debit terms.

• CIUT may withhold or refuse delivery of its services to the member until such time that all payments are up to date.

• In the event of a failed Direct Debit payment, the member will incur a fee, which will be added to the next successful payment. This cost will vary depending on the charges imposed by the Direct Debit Company controlling the debit from the member’s account or credit card.

**4. Refund**:

• Once the member has commenced the membership, the member is not entitled to a refund for any reason.

• **Any missed sessions not made up within four weeks will not be credited to the member and will be forfeited.**

**5. Cancellations**:

• A membership, once commenced, can be cancelled at anytime in writing, with one week’s notice and payments will continue until such time is completed.

• A membership may be suspended due to medical reasons once a doctor’s certificate has been provided outlining the member’s condition.

• A membership may be suspended for holidays, given one week’s notice in writing

**6. CIUT’s Rights:**

CIUT may:

• Cancel or postpone a session.

• Refuse member entry or continuation in a session if CIUT’s Representatives have deemed (at their sole discretion) the member to be medically or physically unfit to participate. However, CIUT is not able to provide advice concerning the member’s medical fitness to undertake exercise or activity and that is the member’s responsibility to seek medical advice in this regard.

**MEMBER CONSENT**:

Warning: Participation in CIUT classes and Personal Training can be inherently dangerous. Accidents may happen which may result in personal injury. I have read and understood this warning and voluntarily accept and assume the inherent risks in participating in each relevant CIUT session. Fitness to Participate: I warrant that I am physically and medically sound to proceed with a CIUT exercise program. I will notify CIUT in writing of any change to my fitness and ability to participate.

Medical Treatment: I consent and authorize CIUT and its Representatives to administer or obtain medical assistance in the event of an accident or medical condition I may suffer whilst participating in the CIUT sessions and agree to pay for any costs or expenses incurred by CIUT in administering or obtaining such medical assistance. 10.Photographs and right to use: Photos may be taken and used by CIUT without compensation to me. I understand such photos are and will remain the property of CIUT for promotional purposes only.

Please tick this box if you do not agree to be in promotional photos \_\_\_\_\_

I have read, understood, acknowledge and agree to the above declaration and acknowledge that during all such times whilst participating in a CIUT exercise session both my property and my person shall be at my own risk and I will not hold CIUT or its Personal Trainers liable for any personal injury or loss of property, whether caused by negligence by CIUT, it’s servants or agents.

**Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**