| Fob Number: | |
|-------------|--|
| | |



PO Box 2 WALCHA NSW 2354

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ABN 24 780 320 847

WALCHA COMMUNITY GYM MEMBERSHIP AGREEMENT

| WALGIIA COMMONITI CHA MILLIMENTI AGNEEMIENT | | | | | | | | | |
|---|----------|-------------------------|------------------|---------------------------|-------------|--|-------------------|--|--|
| SECTION A: APPLICANT DETAILS | | | | | | | | | |
| Full Name: | | | | | | | | | |
| Residential Address: | | | | | | | | | |
| Postal Address: | | | | | | | | | |
| Daytime Contact Number(s): | | | | | | | | | |
| Email: | | | | | | | | | |
| Date of Birth: | | | | | | | | | |
| Gender: □ Female □ Male | | | | | | | | | |
| Emergency Contact: | | | | Phone: | | | | | |
| SECTION B: MEMBERSHIP OPTIONS / FEES | | | OFFICE USE ONLY | | | | | | |
| Membership type | Fee | Payment in full upfront | Rolling contract | Rolling term | Expiry date | Date Paid | Receipt Number | | |
| ☑ Access fob | \$45.00 | \square | N/A | N/A | N/A | | | | |
| SQUASH | | | | | | | | | |
| ☐ Squash | N/A | N/A | N/A | N/A | N/A | | | | |
| GYM | | | | | | | | | |
| □ PAYG | \$11.40 | V | | | | | | | |
| ☐ One week | \$28.00 | V | | | | | | | |
| ☐ One month | \$67.00 | V | | | | | | | |
| ☐ Six months | \$281.00 | V | | | | | | | |
| ☐ 12 months | \$394.00 | V | | | | | | | |
| CONCESSION DISCOUNTS | | | | | | | | | |
| Full-time student 10% | | Pensioner 10% | | Seniors cardholder 10% | | School based program (PAYG) \$5.60 | | | |
| | | | | | | | | | |

SECTION C: TERMS & CONDITIONS

- 1. Our staff and contractors are not medically trained. They are not qualified to assess if you are in good physical condition and can exercise without risking your health, safety or comfort. If you have any doubts, we strongly urge you to seek expert advice before starting an exercise program.
- 2. You pay fees for rolling contracts in advance, by direct debit from a bank account.
- 3. When your membership is due to end you can renew your membership at the current membership rate. By renewing your membership, you agree to the membership terms that apply at that time.
- 4. We may sometimes add to, change or remove our terms and conditions. This includes changing opening and closing hours, the services and facilities and membership fees. Sometimes, we may also close the gym for refurbishment or to service the facility etc. We do not reduce your membership fees because the gym is closed for this period.
- 5. The most up-to-date terms and conditions always apply. You can find copies at the Gym, Council Office or on our website.
- 6. You must be 16 years and over to be provided with a gym membership
- 7. The access fob is our property. You cannot lend your fob or allow anyone else to use it
 - a. If you lose the fob, you must notify Council of its loss as soon as practicable.
- 8. You must not use the gym if:
 - a. you have an infection, contagious illness or physical ailment, such as an open cut or sore.
 - b. there is any other risk, however small, to other members and guests.
 - c. In relation to COVID-19 safety:
 - i. You have a fever or symptoms of respiratory infection (cough, sore throat, shortness of breath)
 - ii. Returned from overseas in the last 14 days
 - iii. Been in close contact with a confirmed case of COVID-19 (coronavirus) in the last 14 days

SECTION D: GYM CODE

- 1. Respecting equipment
 - You are responsible for using our facilities and equipment correctly, including adjusting levels or settings. If you are not sure how to operate any equipment, please contact one of our registered personal trainers before you use it.
 - You will be responsible for any damage that you cause through a wilful act or negligence.
- 2. Courtesy to other members
 - use a clean towel when you use equipment, including exercise mats
 - keep to the set time limits
 - keep phone calls to a minimum. Note also that you must not use a camera in the gym without written permission.
 - Put equipment away after use
 - taking care in wet areas, note that these areas are unsupervised and you use them at your own risk.
 - supervise children closely.
- 3. Keeping your belongings safe
 - We provide lockers you can use while exercising but these are not security lockers. Please keep your access fob with you and do not bring valuables into the gym
 - Unfortunately, thefts do happen. We cannot accept responsibility for any loss or damage to your belongings while you are at the gym. If you leave belongings in a locker overnight, we may remove them. We give lost property to charity each month, including unclaimed items from lockers
- Be cautious
 - You must be cautious when entering, leaving the gym and using the gym, for example, if exercising alone or in the late and early morning hours.
- 5. Wearing suitable clothes
 - All members and guests must wear suitable clothes and enclosed sports shoes in any exercise areas, except for wet areas. We do not allow clothes with offensive images or inappropriate advertising.
- 6. Parking
 - You park in the gym's car park at your own risk. We are not liable for any loss or damage to your vehicle or its contents.
- 7. Being refused entry or receiving a warning
 - We can refuse entry to anyone, including members, if they act unreasonably or break the code.
 - We may also warn you that you risk having your membership cancelled. If you continue to behave in the same way, we may cancel your membership immediately.

- Facing instant cancellation
 - We can cancel your membership without warning if you behave in a way that is risky or seriously inappropriate, such as:
 - threatening or harassing others
 - damaging equipment
 - using illegal or performance-enhancing drugs
 - instructing other members when we have not authorised you to do so.

SECTION E: PRIVACY AGREEMENT

The information collected in this agreement will be used for the sole purpose of Walcha Council managing access to the Walcha Squash Courts & Walcha Community Gym buildings. Personal contact details will be given to the relevant authorities in the case of:

- a. investigations into any misuse or damage to the buildings, equipment and surrounds
- b. the collection of costs relating to any misuse or damage of the buildings and surrounds
- c. legal requirement to do so (for example, under a court order, or if required under legislation), or if an authorised request is made from a law enforcement agency.

SECTION F: APPLICANT'S DECLARATION

- 1. I have read through this agreement in full and understand my obligations under it.
- 2. On the day I sign this agreement and each time I use the gym, I promise that:
 - a. I am in good physical condition
 - b. I know of no medical or other reason why I cannot or should not do active or passive exercise.

| 3. By signing this agreement, I agree to be bound by the provisions of this agreement. | | | | | | | | |
|--|---|-------|-----|------------|--|--|--|--|
| Signat | ure: | Date: | | | | | | |
| SECTION G: APPLICATION CHECKLIST | | | | | | | | |
| | | Yes | N/A | Office Use | | | | |
| 1. | Applicant's declaration | | | | | | | |
| 2. | Concession discount, copy of: - Student card - Pensioner concession card - Seniors Card | | | | | | | |