

FIT4LIFE AGREEMENT

1. Members Obligations

1.1. The Member agrees to:

- a)** Abide by the rules and conditions as set by IBPF regarding conduct at the gym and use of fitness equipment – which is displayed on signage at IBPF premises.
- b)** Wear appropriate sportswear while using the facilities. Closed sport footwear must be worn at all times and bare chests are not permitted.
- c)** Use a towel on equipment and clean the equipment before and after use with antibacterial wipes provided.
- d)** Follow instructions given by IBPF staff concerning the use of fitness equipment and correct safe exercise techniques.
- e)** Not perform any act or engage in any activity which could cause damage to the gym, the fitness equipment, or any item of property at IBPF.
- f)** Not perform any act or engage in any activity or behaviour which causes or threatens harm against staff or other members of IBPF.
- g)** Not perform any act or engage in any activity which constitutes sexual harassment against staff or other members of IBPF.
- h)** Not consume or possess any alcohol or intoxicating substance or illicit substance on IBPF premises or operate fitness equipment while under the influence of alcohol or an intoxicating substance or illicit substance.
- i)** Provide IBPF with full and ongoing disclosure of any physical or medical conditions; if an injury is sustained or a hazard identified an incident report form or hazard report form will need to be filled out and lodged with management.
- j)** Not attend IBPF premises when unwell from any illness, sickness or disease which is contagious.
- k)** Follow all COVID safety protocol as instructed and outlined in IBPF 24/7 Gym manual.
- l)** Participate in an Exercise and Training Readiness assessment every 12 months.
- m)** Follow directions of IBPF instructors and exercise at their own pace.
- n)** Inform IBPF instructors of any changes to health status.

1.2. The Member warrants that they are in good physical condition and has sought the necessary medical advice prior to embarking on exercise.

1.3. Breach of any of these terms will result in a warning from a member of IBPF staff. Further failure to abide by the rules and conditions will result in the cancellation of Move4Life membership.

2. Assumption of Risk for Personal Injuries:

2.1. The Member warrants to IBPF that they are medically sound to undertake a normal course of exercise.

2.2. The Member acknowledges and agrees that:

a) Use of IBPF exercise equipment is at the Member's sole risk and responsibility and that the Member is aware that exercise is physically demanding and participation in some activities may result in injuries.

b) IBPF is not liable to the Member for any injuries that the Member sustains while attending classes and using IBPF equipment, unless that injury is caused by the gross negligence of IBPF.

c) Consent is given to receive medical treatment, which may be deemed necessary in the event of injury, accident or illness occurring while on IBPF premises. In an emergency situation, IBPF will notify the person nominated as an Emergency Contact.

3. Assumption of Risk for Personal Items:

3.1. IBPF will not be liable for the loss, theft or damage of personal items belonging to the Member. Personal items are left and/or stored on the premises at the Member's own risk. Vehicles parked in or around the vicinity of IBPF are parked at the Member's own risk. IBPF will not be liable for the theft or damage to a vehicle or its contents.

4. Privacy:

4.1. The Member acknowledges that during the process of entering into the Move4Life Agreement, and during the term of the Agreement, IBPF will obtain access to personal information about the Member, such as information relating to the Member's health and financial position. IBPF will only discuss health information with other relevant IBPF team members.

4.2. The Member authorises IBPF Fit 4 Life instructors to communicate with their GP relating to their progress within the program and understands IBPF are bound by the privacy act and will only use information pertinent to their exercise program and medical condition as it relates to exercise.

5. Governing Law:

5.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Western Australia and the parties agree to submit to the non-exclusive jurisdiction of its courts.

6. Severability:

6.1. If any part of this Agreement is or becomes illegal, void or unenforceable, this does not invalidate the rest of this Agreement.

I, for the purpose of being allowed to participate in Fit 4 Life at IBPF, agree to acknowledge and accept the above conditions of use and understand and know the effect on my legal rights.

NAME: _____

MEMBER SIGNATURE: _____ **DATE:** _____

Accepted on behalf of In Balance Physiotherapy and Fitness:

NAME: _____ **DATE** _____