



Linbro Fitness Park Membership Contract

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|-----------------------------------|--|
| CONTACT DETAILS: NAME & SURNAME | |
| DOB | |
| CONTACT NUMBER | |
| EMAIL ADDRESS | |
| EMERGENCY CONTACT PERSON & NUMBER | |
| RESIDENTIAL ADDRESS | |

PACKAGES:

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|---|
| Individual Packages – BOOTCAMP / FUNCTIONAL FITNESS / KICKBOXING / HIIT COMBO <ul style="list-style-type: none">○ 8 sessions per month R 600 per month○ Unlimited classes for the month R 750 per month |
| Couples Packages – BOOTCAMP / FUNCTIONAL FITNESS / KICKBOXING / HIIT COMBO <ul style="list-style-type: none">○ 8 sessions per person per month R 1050 per month○ Unlimited classes per month R 1300 per month *SPOUSES ONLY* |
| Kids Packages (5 – 12yrs old) – FUNCTIONAL FITNESS / KICKBOXING COMBO <ul style="list-style-type: none">○ 4 sessions per child per month R 300 per month○ 13 sessions per child per month R450 per month |

- **ONLY - Unlimited Family package on request**

PLEASE TAKE NOTE:

***BOOKING ESSENTIAL FOR CLASSES**

***The above packages excludes: Volleyball & Private one-on-one classes**

***Unused classes will not carry over to the next month**

***Fees Debit Order Only.**

One calendar month notice is required for cancellation of membership.

michelle@linbrofitnesspark.co.za

064 555 4077

www.linbrofitnesspark.co.za

Debit Order (compulsory)

| | | | |
|--------------------------|---|-----------------------------|------------|
| Company Registered Name: | ALL4114ALL (Pty) Ltd | Abbreviated Name with bank: | ALL4114ALL |
| Registration Number: | 2019/497700/07 | | |
| Beneficiary's Address: | Linbro Wedge Business Park, Unit 9, 74 1 st Road, Linbro Park, Sandton, 2063 | | |

A. Authority

| | | | | | | |
|-----------------------------------|---------|--|-------------------|--|--------------|--|
| Name of account holder to debit: | | | | | | |
| ID Number / Company Reg No. | | | | | | |
| Domicile et executandi: (Address) | | | | | | |
| Contact Numbers: | (C) | | (W) | | | |
| Bank: | | | | | | |
| Branch Code: | | | Account Number: | | | |
| Type of Account: | Current | | Savings | | Transmission | |
| Amount to be deducted: | | | Debit order date: | | | |

This signed Authority and Mandate refers to our contract dated _____ (“the Agreement”).

I/We hereby authorise you to issue and deliver payment instructions to your Banker for collection against my/our above-mentioned account at my/our above-mentioned Bank (or any other Bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Agreement and commencing on 5th / 25th and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of not less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address as indicated above.

The individual payment instructions so authorised to be issued must be issued and delivered as follows: monthly, bimonthly, three monthly, six monthlies, annually, weekly, bi-weekly (**delete that which is not applicable**)

If the payment day falls on a Sunday, or recognised South African public holiday, the payment day will automatically be the very next ordinary business day.

Payment instructions due in December may be debited against my account on _____.

I/We understand that the withdrawals hereby authorised will be processed through a computerised system provided by the South African Banks. I also understand that details of each withdrawal will be printed on my Bank statement. Such must contain a number, which must be included in the said payment instruction and if provided to me should enable me to identify the Agreement. This number must be added to this form in Section E before the issuing of any payment instruction.

B. Mandate

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned Bank as if the instructions have been issued by me/us personally.

I/We agree to pay any penalty bank charges relating to this debit order instruction.

C. Cancellation

I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this Authority was in force, if such amounts were legally owing to you.

D. Assignment

I/We acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at _____ on this _____ day of _____ .

Signature (Account holder on the bank account)

E. Agreement Reference Number

This Agreement reference number for debtor is

ALL4114ALL

Abbreviated Name

| | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Your Debtor Account Reference

***EFT Users may not use the tracking option and must exclude the option from their Authority and Mandate.**

TERMS AND CONDITIONS

CANCELLATION OF CONTRACT:

If you wish to cancel your contract at the end of your term, we require a **calendar months' notice in writing**. Early cancellation will result in a penalty fee calculated on outstanding monthly debit orders for the remainder of the contracted term.

DEBIT ORDER PAYMENT:

The monthly fee will be debited on the specified date and will be in advance. If the debit order fails to go through, it will go off as soon as the funds are available. Payment details and fee specified on the Debit Order Mandate Form from NetCash attached.

Fees charged may be subject to change, which may occur from time to time. Such increases will typically be applied on the annual anniversary of the membership contract. All increases will be done in writing and appear in the new annual contract.

WAIVER, INFORMED CONSENT, AND COVENANT NOT TO SUE:

This form is an important legal document. It explains the risks you are assuming by partaking in the Linbro Fitness Park's training program. It is critical that you read and understand it completely. After you have done so, please print your name legibly and sign in the spaces provided.

I, the undersigned, have volunteered to participate in a program of physical exercise under the direction of Linbro Fitness Park coaches, which will include but may not be limited to, weight and/or resistance training. In consideration of Linbro Fitness Park agreement to instruct, assist and train me, I do here and forever release and discharge and hereby hold Linbro Fitness Park, harmless from any and all claims, demands, damages, rights to action, present or future, arising out of or connected with my participation in this or any exercise program including injuries resulting thereof.

I understand and am aware that strength, flexibility and aerobic exercise, including the use of equipment, is a potentially hazardous activity. I also understand that the fitness activities involve a risk of injury and even death, and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I indemnify the Linbro Fitness Park training methods and the premises in which the program is conducted, and I hold them harmless against any claims that may arise as a result of my participation in this program. I hereby agree to expressly assume and accept any and all risks of injury or death.

- I hereby further declare myself to be physically sound and suffering from no condition that would prevent my participation or use of machinery or equipment.
- I hereby further declare that I have not had a physical examination and have chosen to participate.
- I hereby further declare that I will participate without the approval of my doctor and do hereby assume all responsibility for my participation and activities, and utilisation of machinery and equipment in my activities.
- I hereby indemnify Linbro Fitness Park.

I acknowledge that I have thoroughly read this waiver and release and fully understand that it is a release of liability. By signing this document, I am waiving any right my successors, or I might have to bring a legal action or assert a claim against Linbro Fitness Park.

Use of pictures(s)/film/likeness: I agree to allow Linbro Fitness Park, its agents, officers, principals, employees and volunteers to use picture(s), film and/or likeness of me for advertising purposes. In the event I choose not to allow the use of the same for said purpose, I agree that I must inform Linbro Fitness Park of this in writing.

I have read and understand the Terms and Conditions of the contract and acknowledge that this is a legally binding document.

| | |
|-------------------|--|
| PRINTED FULL NAME | |
| ID NUMBER | |
| SIGNED AT (PLACE) | |
| DATE OF SIGNATURE | |
| SIGNATURE | |



Linbro Fitness Park Pre- Exercise Screening

Aim: To identify anyone who may have medical conditions that put them at a higher risk of an adverse event during physical activity / exercise.

1. Have you ever suffered from any of the following medical conditions?

| | |
|---|-------|
| a. Diabetes | Y / N |
| b. Stress / High Blood Pressure | Y / N |
| c. Asthma / Respiratory Illness | Y / N |
| d. Heart / Chest Pains | Y / N |
| e. Epilepsy, Fainting / Dizziness | Y / N |
| f. Arthritis | Y / N |
| g. Neck / Pain | Y / N |
| h. Any other muscle / joint pain? Please specify..... | |

2. Are your pregnant? Y / N
3. Have you had a baby in the last 6 months? Y / N
4. Do you smoke? Y / N
5. Has your doctor ever advised you against any form of exercise? Y / N
 - a. If YES, please explain.....
6. Do you have any injuries that we should be aware of? Y / N
 - a. If YES, please explain
7. How do you perceive your current level of fitness?

| | | | |
|-----|---------|------|------|
| LOW | AVERAGE | GOOD | HIGH |
|-----|---------|------|------|
8. What are your:
 - a. Short term health & Fitness Goals?
 - b. Long Term health & fitness Goals?.....
9. How did you hear about "Linbro Fitness Park"?

All the above information will be kept by management and terminated within 6 months of the member cancelling their membership with Linbro Fitness Park. None of the above information will with a third party, only Linbro Fitness Park's Coaches and Management will have access to the above.