

PAYMENT OF FEES

I agree to pay all membership fees on the dates they fall due.

PHYSICAL CAPACITY TO EXERCISE

I represent to the Club that to the best of my knowledge, I do not have any physical, medical, or other disability or condition which may be affected or aggravated by, or which may result in any sickness, injury or death to me as a result of my use of the Centre and its facilities.

If I have any health or medical **concerns**, I must discuss these with my doctor before using the Centre and its facilities. I agree it is my responsibility not to use any equipment which may adversely affect any medical condition I may have.

ACCEPTANCE OF RISK

I acknowledge that whilst every attempt is made to ensure that the recreational services and facilities provided by the Club at the Centre are safe, there are some significant and inherent risks involved.

I agree that I am participating voluntarily at my own risk and responsibility, thereby exposing myself to certain risks.

I acknowledge that whilst I am engaged in physical activity and recreational services at the Centre, I am at risk of suffering physical harm or personal injury including broken bones, soft tissue injuries, joint injuries, permanent disability, or death. These injuries may occur from me:

- (a) slipping on wet flooring;
- (b) being struck by weights;
- (c) colliding with equipment, or other people present at the Centre;
- (d) engaging in strenuous exercise and activities; and
- (e) using equipment incorrectly.

I acknowledge that any such injury may result not only from my actions but from the actions, omissions, or negligence of others.

WAIVER OF LIABILITY AND INDEMNITY

To the extent permitted by law, I agree that the Club be excluded from liability for ordinary negligence in the provision of services and operation of equipment at the Centre.

I agree to discharge and release the Club, its employees, and agents from all liability for death, disability, personal injury, damage to property, theft, claims or actions of any kind, howsoever caused, **whether as a consequence of negligence or otherwise**, resulting from my use – directly or indirectly – of services and facilities at the Centre.

I agree to indemnify and hold harmless the Club, its employees, and agents from all liabilities, claims or actions, as mentioned above, irrespective of whether the Club, its employees or agents may have been negligent. This is subject to the exception that this exclusion of liability shall not apply in circumstances where the conduct of the Club, its employees, and agents, is reckless.

I agree to indemnify the Club, its employees and agents for any loss or damage arising from the use of services and facilities at the Centre and I agree that this indemnity may be pleaded as a complete defense to any legal proceedings or any right I may claim against the Club.

LIABILITY FOR PROPERTY

I agree that the Club is not liable to me for any personal property that is damaged, lost, or stolen while on or around the Centre including, but not limited to, a vehicle or its contents or any property left in the Centre.

I agree that If I cause damage to the Centre or any equipment, I am liable to the Club for its cost of repair or replacement.

Signature (Guardian if under 18)

Print Name (Guardian if under 18)

Date

CODE OF CONDUCT

I agree to be bound by the terms of the Club's Code of Conduct. This includes the following obligations:

I must:

- Wear closed in shoes appropriate for the type of activity being undertaken by me at the Centre.
- Wear clothing that covers the upper torso as well as the lower torso.
- Comply with all health-related directions regarding attempts to limit the spread of COVID (or similar virus or condition).

I must not:

- (a) conduct or participate in any unauthorized personal training.
- (b) consume food or drink at the Centre, except for water. (This obligation does not apply to food or drink being consumed in the Fun Factory eating area or Kitchen).

I acknowledge that the Centre is an alcohol, smoke and drug free environment and any use of these items in the Centre will result in automatic cancellation of membership and expulsion from the Centre.

I acknowledge that failure to comply with any terms of the Club's Code of Conduct may result in the termination of my membership.

PRIVACY POLICY

I acknowledge that, as part of my membership, the Club will collect certain personal information about me, that we collect about me, and that information will be handled by the Club in accordance with its Privacy Policy.

I agree that the Club may use my personal information in accordance with the Club's Privacy Policy and for any purpose associated with the operation of facilities at the Centre. I consent to this information being passed on to the relevant persons such as the Club's agents, service providers and suppliers to enable the Club to operate as a government and community funded provider of recreational facilities.

I authorize the Club to take and use photographs, videos, or sound recordings of me/and my family and any other reproductions or adaptations of me/and my family's likeness ("**Material**"), either in full or part, in conjunction with any wording or drawings, in any PCYC publications, productions or presentations. I acknowledge that I/and my family have no rights in the material or in any PCYC publications, productions or presentations that include the material.

AFTER HOURS ACCESS

I agree that any digital key, security fob or after-hours device provided to me as part of my membership at the Club remain property of the Club. Should I lose that key or device, I agree to meet the costs of replacing it.

MEMBERS ONLY ACCESS

I must not bring any non-member into the Centre. I acknowledge that any attempt to admit a non-member will likely result in my membership being terminated and, in addition, may result in my being liable to pay the membership fees of that non-member.

JURISDICTION

This agreement is governed by the laws of Tasmania, Australia.

MINIMUM AGE

All users of the gym facilities at the Centre must be a minimum of 16 years of age. Membership is permitted for users aged 16 or under with the consent and signature of the minor's parent or legal guardian. Minors can only access the Club with a parent or legal guardian.

Signature (Guardian if under 18)

Print Name (Guardian if under 18)

Date



HUON VALLEY PCYC
TERMS AND CONDITIONS OF MEMBERSHIP 2023

Signature (Guardian if under 18)

Print Name (Guardian if under 18)

Date