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| **MEMBER FORM** | |
| **LFG, we, us, our** | **Name**: Live Fit Gym Yarrabilba Pty Ltd (ABN 72 631 655 984)  **Email**: [Info@livefitgym.com.au](mailto:Info@livefitgym.com.au) |
| **Member, you** | **Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Health Screen** | |  |  |  | | --- | --- | --- | | 1. Has your doctor ever told you that you have a heart condition or have you ever suffered a stroke? | Yes | No | | 1. Do you suffer from obesity? | Yes | No | | 1. Do you ever experience unexplained pains in your chest at rest or during physical activity/exercise? | Yes | No | | 1. Do you suffer from vasovagal syncope, or ever feel faint or have spells of dizziness that cause you to lose balance? | Yes | No | | 1. Do you suffer from heart disease or high or low blood pressure? | Yes | No | | 1. If you have diabetes (type I or type II) have you had trouble controlling your blood glucose in the last 3 months? | Yes | No | | 1. Do you have any other medical condition(s) that may make it dangerous for you to use the sauna? | Yes | No | | 1. Are you pregnant? | Yes | No | | 1. Are you above the age of 55? | Yes | No | | 1. Do you know of any other reason why you should not use the sauna? If so please provide further information to us. | Yes | No | |
| **Sauna** | The sauna provided by LFG at premises situated at 51-53 Adler Circuit, Yarrabilba Queensland 4207 |
| **Staffed Hours** | **Mon-Sat** between the hours of 6:00am and 11:00am  **Mon-Thurs:**: between the hours of 3:30pm and 6:30pm |

By signing below, the Member agrees to the terms and conditions of this Member Form and the Terms of Use attached.

**Executed** as an agreement on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)

|  |  |  |
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| **Signed** by the Member: | | |
|  |  |  |
| Full name |  | Signature |
|  |  |  |
|  |  | Date |

LIVE FIT GYM YARRABILBA – SAUNA TERMS OF SERVICE

1. BACKGROUND
   * 1. These terms and conditions create a legally binding agreement (the **Agreement**) between Live Fit Gym Yarrabilba Pty Ltd (ABN 72 631 655 984) (referred to in these terms as “Us”, “We” and “Our”) and you.
     2. This Agreement may be accepted by completing this form on our website <http://livefitgym.com.au/> or in person.
2. ELIGIBILITY
   * 1. To use the Sauna, you must be:
        1. 18 years of age; and
        2. signed up to a membership plan under our Membership Agreement (**Member**); or
        3. visiting the Gym in your capacity as a casual visitor under our Visitor Agreement (**Casual Visitor**).
     2. We may from time to time introduce a booking system to govern use of the Sauna upon providing reasonable notice to you. You agree to abide by the terms of any booking system as adopted from time to time.
3. RISK
   * 1. You agree that use of our Sauna is at your risk.
     2. You warrant that you will not, under any circumstances, use our Sauna if you are pregnant, are suffering a viral or bacterial illness, suffer from any chronic health condition that renders you vulnerable to high temperatures or humidity, are dehydrated, acutely bleeding or are intoxicated.
     3. If you answered ’Yes’ to any of the questions in the Health Screen (contained in the Member Form), you must seek guidance from a GP or appropriate allied health professional and return with a copy of the doctor’s clearance letter prior to engaging in use of the sauna.
     4. You acknowledge and agree that the Health Screen is intended for general use only and in no way guarantees against harm, injury or death. We accept no liability for any loss, damage or injury that may arise from any person acting on any information contained in this tool.
     5. You warrant that you will:
        1. comply with any safety guidelines, instructions and/or rules that we provide or otherwise communicate to you; and
        2. stop using the Sauna and alert us if you have any concerns about your health or safety, or if you start feeling dizzy, faint or unwell during your use of the Sauna.
4. USE OF THE SAUNA
   * 1. Before entering the Sauna, you must check-in using the iPad situated at the front desk.
     2. No oils and/or chemicals can be used in the Sauna. You will be liable for any damage caused to the Sauna as a result of the use of oils, chemicals or foreign substances in the Sauna (and be liable for all remediation costs incurred by us).
     3. Footwear is not permitted in the Sauna.
     4. You must remove your jewelry prior to use of the Sauna.
     5. Clothing is required to be worn when in the sauna. Swimwear/Underwear must be worn at a minimum.
     6. For hygiene reasons, a towel must be placed underneath where you sit/lay in the Sauna.
     7. Please consider others in the Sauna, and refrain from playing music, swearing, or being disrespectful.
     8. Rubbish must be removed from the Sauna.
     9. No excessive water can be used in the Sauna.
     10. You are responsible for your personal property and belongings while using the Sauna. We accept no responsibility for the security of your personal items, and you will have no right of recourse against us should you lose or misplace your personal belongings.
5. payment
   * 1. All bookings for the sauna must be paid in full at the time of booking.
     2. The time allocation for each session is strictly 30 minutes (each a **Booking**). No extensions of time will be granted so as to allow for fair use of the Sauna by all members.
     3. The following fees apply for each Booking:
        1. for individual use by one Member or one Casual Visitor, a rate of $14.95 will apply (**Individual Fee**);
        2. for shared use of the Sauna by two males (each of whom must be either a Member or a Casual Visitor), a rate of $19.95 per person will apply (**Bro Share Fee**); and
        3. for shared use of the Sauna by two females (each of whom must be either a Member or a Casual Visitor) a rate of $19.95 per person will apply (**Sis Share Fee**).
     4. Any cancellation or rescheduling of Bookings must be made at least 24 hours in advance of the Booking date to receive a full refund of the Individual Fee, Bro Share Fee or Sis Share Fee (as the case may be).
6. WAIVER AND INDEMNITY –
   * 1. You understand and acknowledge that use of the Sauna may expose you to risk, including accidents, injury, illness or even death. You assume all risk of illness or injury injuries associated with your use of the Sauna, including but not limited to fainting, cardiac arrest, low blood pressure, airway irritation and the effects of the high heat and humidity and you hereby exclude us from liability.
     2. Because sauna use carries a variety of health risks, we urge you to obtain a physical examination from a doctor before using the Sauna. You agree that when you use the Sauna, you do so entirely at your own risk.
     3. You warrant and represent that you have no injuries, physical restrictions, health conditions, disabilities or predispositions to sickness or injury (**Conditions**) that may affect your use of the Sauna. If you are aware of such Conditions, you use the Sauna entirely at your own risk.
     4. You exclude us and our officers, employees and contractors, other gym members and any other persons involved in your use of the Sauna (**Releasees**) from any demand, claim, or other proceeding in relation to any injury or death or loss or damage to personal property in connection with your use of the Sauna, whether or not caused by the negligence of a Releasee.
     5. You agree to indemnify each Releasee in relation to any demand, claim or proceeding that may be brought in connection with your use of the Sauna where circumstances giving rise to such a demand, claim, or proceeding were caused or contributed to by you or your breach of this Agreement.
7. GENERAL
   1. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law applying in Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

* 1. ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

* 1. INTERPRETATION

In this Agreement, the following rules of interpretation apply:

* + 1. (**singular and plural**) words in the singular includes the plural (and vice versa);
    2. (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
    3. (**currency**) a reference to “$” or “dollar” is to Australian currency; and
    4. (**headings**) headings and words in bold type are for convenience only and do not affect interpretation.