| VISITOR FORM  |
| --- |
| Item 1 - Visitor, you, your | **Name**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Email**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Phone**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Date of birth**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Visitor’s Parent/Guardian**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Emergency contact, relationship and number**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Item 2 - LFG, we, us, our | **Name**: Live Fit Gym Yarrabilba Pty Ltd (ABN 72 631 655 984)**Email**: info@livefitgym.com.au  |
| Item 3- Gym | 51 Adler Circuit, Yarrabilba QLD 4207 |
| Item 4 - Activities  |

|  |  |  |
| --- | --- | --- |
| **Casual Gym Visit** | Yes | No |
| **LFG Boot Camp**  | Yes | No |

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| Item 5 - 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 ever experience unexplained pains in your chest at rest or during physical activity/exercise?
 | Yes | No |
| 1. Do you ever feel faint or have spells of dizziness during physical activity/exercise that causes you to lose balance?
 | Yes | No |
| 1. Have you had an asthma attack requiring immediate medical attention at any time over the last 12 months?
 | 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 diagnosed muscle, bone or joint problems that you have been told could be made worse by participating in physical activity/exercise?
 | Yes | No |
| 1. Do you have any other medical condition(s) that may make it dangerous for you to participate in physical activity/exercise?
 | Yes | No |
| 1. Are you pregnant or have you given birth within the last 12 months?
 | Yes | No |
| 1. Do you know of any other reason why you should not participate in physical activity? If so please list below
 | Yes | No |

 |
| Item 6 - Fees | **Casual Visit Fee**: [insert]**Boot Camp Fee**: [insert]***Note:*** *you’ll only be charged the Fees pertaining to the Activities selected in Item 4* |
| Item 5 - Fee Payment Method | **Cash** OR**Credit Card** OR**Direct Debit** **Account name**: [insert] **BSB**: [insert] **Account no**: [insert] |

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

|  |
| --- |
| **Signed** for and on behalf ofthe **Visitor**: |
|  |  |  |
| Signature of Visitor or Parent/Guardian (if applicable)  |  | Date |
|  |  |  |
| Full name of Visitor or Parent/Guardian (if applicable) |  |  |

# TERMS AND CONDITIONS

These Terms and Conditions, together with the Visitor Form set out the agreement (this **Agreement**) under the terms of which you or, where applicable, the person for whom you are the parent or guardian, (the **Visitor**, **you, your**) will obtain services, including the Activities, from Live Fit Gym Yarrabilba Pty Ltd (ABN 72 631 655 984)] (**LFG, we, us, our**).

1. PARTICIPANT’S OBLIGATIONS
	1. CAPACITY AND AGE

The Visitor acknowledges and agrees that they must be at least 12 years of age to participate in any Activities and can only participate in such Activities under direct supervision of a parent or guardian. For the avoidance of doubt, Visitors under 16 years of age may only access the Gym or engage in the Activities with a parent or guardian accompanying them as a paying Visitor.

* 1. HEALTH SCREEN
		+ 1. If the Visitor answered ’Yes’ to any of the questions in the Health Screen, the Visitor 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 the Activities.
			2. The Visitor acknowledges and agrees that the Health Screen is intended for general use only and in no way guarantees against harm to health injury or death. LFG accepts no liability for any loss, damage or injury that may arise from any person acting on any information contained in this tool.
	2. GYM USE
		1. The Visitor must:
			1. cover any surfaces at the Gym, including all equipment and exercise mats, with a clean towel during use and wipe down each piece of equipment after use;
			2. not use abusive, offensive or threatening language or behaviour while at the Gym;
			3. at all times wear clean clothing appropriate to the Activities they are undertaking and/or as instructed by LFG from time to time (jeans, work clothes, boots, or clothing with offensive or inappropriate images are not permitted);
			4. not enter the Gym under the influence of drugs or alcohol;
			5. not smoke, consume alcohol, drugs, foods, and/or chew gum at the Gym;
			6. not use the equipment and/or facilities without seeking instructions from LFG personnel if the Visitor is not familiar with the equipment and/or facilities; and
			7. not intentionally drop weights, and return them to their correct place after use.
1. boot camp
	* 1. If the Visitor is engaging in a LFG Boot Camp as part of the Activities, the Visitor (or the Visitor’s Parent or Guardian) acknowledges and agrees:
			1. that the Boot Camp Fee does not include travel to the site or location at which the LFG Boot Camp shall be provided and this shall be the sole responsibility of the Visitor unless otherwise agreed in writing by LFG.
			2. LFG will always endeavour to fulfil confirmed bookings however LFG do reserve the right to cancel a LFG Boot Camp booking. If LFG cancels a LFG Boot Camp booking prior to the commencement of the Boot Camp, the Client will be offered an alternative date; or a full refund.
			3. that If the Visitor wishes to cancel their booking for a LFG Boot Camp, the Visitor must provide not less than 7 calendar days’ notice (**Cancellation Notice**). Where the Visitor fails to provide the Cancellation Notice, LFG will be entitled to retain 100% of the Boot Camp Fees paid to LFG by the Visitor.
2. waiver and indemnity
	* + 1. The Visitor (including any Parent or Guardian of the Visitor) understands and acknowledges that the Activities, including but not limited to access to gym and equipment as well as training, programs, Boot Camps and events held by LFG may expose the Visitor to risk, including accidents, injury, illness or even death. The Visitor assumes all risk of injuries associated with participation in the Activities, including but not limited to, falls, contact with other participants, equipment failure, physical risks inherent in exercise, the effects of the weather, including high heat and/or humidity and the loss of personal property and hereby excludes LFG from liability.
			2. Because physical exercise can be strenuous and subject you to risk of serious injury, LFG urges the Visitor to obtain a physical examination from a doctor before using any exercise equipment or participating in any Activities. The Visitor (including any Parent or Guardian of the Visitor) agrees that when the Visitor engages in the Activities, on the premises or off the premises, including at an event, they do so entirely at their own risk.
			3. The Visitor (including any Parent or Guardian of the Visitor) warrants and represents that they have no injuries, physical restrictions, disabilities or predispositions to sickness or injury (**Conditions**) that may affect their participation in the Activities or that if they are aware of such Conditions, they participate in the Activities entirely at their own risk.
			4. The Visitor (including any Parent or Guardian of the Visitor) excludes LFG and its officers, employees and contractors, the organisers, sponsors, other participants and any other persons involved in the Visitor’s participation in the Activities (**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 the Visitor’s participation in the Activities, whether or not caused by the negligence of a Releasee.
			5. The Visitor (including any Parent or Guardian of the Visitor) agrees to indemnify each Releasee in relation to any demand, claim or proceeding that may be brought in connection with the Visitor’s participation in the Activities where circumstances giving rise to such a demand, claim, or proceeding were caused or contributed to by the Visitor or the Visitor’s breach of this Agreement.
			6. The Visitor (including any Parent or Guardian of the Visitor) agrees that should any part of this Agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this Agreement will remain in full force.
3. INSTRUCTIONS AND SAFETY
	* 1. The Visitor warrants that they will:
			1. comply with any safety guidelines, instructions and/or rules that LFG’s personnel provide to them; and
			2. stop participating in any Activities, and alert LFG or its personnel, if the Visitor has any concerns about their health or safety or if they start feeling dizzy, faint, unwell or feel any unusual pain during the Activities.
4. POSSESSIONS
	* + 1. The Visitor is responsible for their possessions while at the Gym. LFG will not be liable if any of the Visitor’s possessions are lost and/or stolen at the Gym.
			2. Where the Visitor uses pigeonholes at the Gym, LFG will not be liable if the Visitor’s possessions are lost and/or stolen. The Visitor uses the pigeonholes at their own risk.
			3. Where lockable and non-lockable lockers are provided for the convenience of Visitors, the Visitor agrees that those lockers are not secure and that LFG does not represent them as being secure. Visitors bring bags and personal belongings into the Gym at their own risk.
			4. Under no circumstance can bags be taken onto areas dedicated to exercise.
5. PAYMENT
	1. FEES
		1. By signing and/or completing the Visitor Form and this Agreement, you agree to pay the Fees set out in the Visitor Form.
	2. TIME FOR PAYMENT

The Fees must be paid immediately upon request by LFG and in any event prior to the Visitor undertaking the Activities.

* 1. PAYMENT METHOD

The Visitor must pay the Fees using the Fee Payment Method specified in the Visitor Form.

* 1. INVOICES
		1. If LFG issues an invoice to the Visitor, payment must be made by the time(s) specified in such invoice.
	2. GST
		1. Unless otherwise indicated, amounts stated in a Visitor Form include GST.
	3. NON-REFUNDABLE FEES

All Fees are non-refundable for change of mind save and except for refunds provided in accordance with clause 2(b) and clause 2(c).

1. GENERAL
	1. GOVERNING LAW AND JURISDICTION
		1. 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.
	2. ENTIRE AGREEMENT
		1. 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.
	3. INTERPRETATION
		1. 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;
			4. (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;