

# Ascend Strength and Fitness

81 Gozzard Street, Gungahlin ACT 2912



## MEMBERSHIP AGREEMENT

ACN: 616 132 355

Member #: _____
Card# _____
Date: ____ / ____ / ____

Member Name: \_\_\_\_\_ Emergency Contact Number: \_\_\_\_\_

Birth Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Emergency Contact Number: \_\_\_\_\_

Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Mobile: \_\_\_\_\_ E-mail\*: \_\_\_\_\_

\* by providing your email address Ascend Strength and Fitness may communicate with you regarding upcoming events, special Ascend Strength and Fitness member offers and other information.

### MEMBERSHIP DETAILS

Joining fee: \$50.00    Membership Type:  Upfront     Direct Debit

Weekly Rate: \$ \_\_\_\_\_    Membership term: .....Months/Non- Contractual

Total Due Today: \$ \_\_\_\_\_

Membership Starts: \_\_\_\_ / \_\_\_\_ / \_\_\_\_    Initial Term Ends: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

### NOTICE TO PURCHASER:

1. DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT OR IF IT CONTAINS BLANK SPACES.
2. IF YOU DECIDE TO CANCEL YOUR MEMBERSHIP BEFORE THE END OF YOUR CONTRACT, YOU WILL BE RESPONSIBLE FOR PAYING THE REMAINING AMOUNT OF YOUR CONTRACT THAT IS OWED.
3. I AGREE TO ABIDE BY THE ASCEND S&F TAIL GATE POLICY. IF THIS IS BREACHED, FOR THE FIRST TIME VIOLATION A \$50 FEE WILL BE CHARGED TO MY ACCOUNT FOR EVERY VIOLATION AFTER A \$100 FEE WILL BE CHARGED TO MY ACCOUNT
4. UNDERSTAND THAT DURING SUCH TIMES THAT I FREQUENT THE GYM OR PARTAKE IN AN ACTIVITY ORGANISE BY ASCEND S&F PTY LTD, BE IT INTERNAL OR EXTERNAL, I AM DOING SO AT MY OWN RISK. I WILL NOT HOLD ASCEND S&F PTY LTD, IT'S STAFF, CLIENTS, ASSOCIATES, OR MEMBERS RESPONSIBLE AND LIABLE FOR ANY PERSONAL INJURY
5. I WILL NOT HOLD ASCEND S&F PTY LTD FOR THE LOSS OR DAMAGES OF ANY BELONGINGS.
6. I UNDERSTAND THE MEMBERSHIP PLAN I AM SIGNING TO, AS WELL AS THE COSTS ASSOCIATED WITH THIS.
7. MANAGEMENT HAVE THE RIGHT TO CANCEL MEMBER MEMBERSHIP AT ANY GIVEN TIME, SHOULD MEMBER FAIL TO COMPLY WITH CLUB RULES AND REGULATIONS OR ANY OBLIGATIONS INSTITUTED UNDER THIS AGREEMENT.
8. MEMBERSHIPS CANNOT BE TRANSFERRED TO A NON-MEMBER.
9. I AGREE TO A NOTICE PERIOD OF 4 WEEKS FOR NON-CONTRACTURAL AGREEMENTS & 2 WEEKS FOR CONTRACTURAL AFTER THE INITIAL TERM ENDS.

### GENERAL INFORMATION

GENERAL: The hours of operation will be set by Ascend Strength & Fitness and may be changed at any time in its sole discretion. Ascend Strength & Fitness is not required to continue any particular programs, facilities, services or equipment as part of its contractual obligations and may discontinue, change or modify the same in its sole and absolute discretion. Ascend Strength & Fitness expressly reserves the right to add, eliminate, or alter any program, equipment, furniture or xture when deemed necessary or desirable in its sole discretion. The information on this Agreement is the property of Ascend Strength & Fitness and its subsidiaries. Membership does not confer on Member any ownership interest in Ascend Strength & Fitness or any of its property.

**RULES AND REGULATIONS:** Member acknowledges the existence of and the need for rules and regulations governing use of Ascend Strength & Fitness's equipment and facilities and participation in programs and services (the Rules and Regulations). Member acknowledges Member will adhere to the Rules and Regulations and agrees to comply with the Rules and Regulations as presently in effect or as they may hereafter be modified, amended or supplemented. Ascend Strength & Fitness reserves the right to modify, amend or supplement the Rules and Regulations from time to time in its sole discretion. Ascend Strength & Fitness may cancel Member's membership at any time for breach of the Rules and Regulations or generally undesirable behaviour, as determined by Ascend Strength & Fitness in its sole discretion, and Member will not be entitled to a refund of any portion of initiation fees or dues paid to the date of cancellation. Member who enters into this membership agreement is obliged to carry out, as far as is reasonably practicable, his or her obligations under the agreement, abide by the rules of the specific Ascend Strength & Fitness Facility and follow any reasonable direction of an employee of the Ascend Strength & Fitness Facility.

## **SIGNING REQUIREMENTS**

**Legal Guardian:** Any Member who is under the age of 18 must have a parent or legal guardian ("Legal Guardian") co-sign this Agreement. Legal Guardian shall be jointly and severally liable for any and all obligations of such Member hereunder and shall be bound by all terms and conditions of this Agreement.

Do not sign this Agreement until you have read both sides. The terms on each side of this form are a part of this Agreement. Member is entitled to a completely filled-in copy of this Agreement. By signing this Agreement,

Member acknowledges that (A) This Agreement will become legally binding upon its acceptance by Ascend Strength & Fitness, and (B) Ascend Strength & Fitness makes no representations or warranties to Member, either expressed or implied, except to the extent expressly set forth in this Agreement. This Agreement constitutes the entire agreement between the Member and Ascend Strength & Fitness with respect to the subject matter hereof and supersedes any and all prior agreements, written or oral, with respect to such subject matter.

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Legal Guardian Name

\_\_\_\_\_  
Legal Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Guardian Address

Where did you hear about us?     Social media     TV     Radio     Friend/family

Other: \_\_\_\_\_

NOTICE: SEE OTHER SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THE AGREEMENT