



## CROSSFIT MEMBERSHIP AGREEMENT

Entered into between CrossFit Oudtshoorn and the member;

Name & Surname	_____
E-mail	_____
Mobile	_____
Date of Birth	_____
Facility	CrossFit Oudtshoorn
Package	_____
Contract period	_____
Terms and conditions accepted on	_____



## **CrossFit**

This is not an “open gym” format. By class or appointment-only training, unless otherwise noted.

**CrossFit may alter its location, operating hours, type and quantity of equipment, and type and frequency of its classes from time to time in its sole discretion. Fitness training is an evolving science. Thus, CrossFit reserves the right to change its routines, classes and equipment to accommodate such evolution.**

The agreement of membership ("agreement") for the type of membership as mentioned hereon after, exists between

CrossFit ("**CROSSFIT OUDTSHOORN**") and the undersigned applicant ("member"). With the acceptance of this agreement, I declare that I received and read a copy of the terms and conditions of **CROSSFIT OUDTSHOORN**. I acknowledge that I bind myself to the conditions of this agreement and the additional rules and regulations as it exists and may be amended by **CROSSFIT OUDTSHOORN** from time to time, as well as any rules that may be represented in **CrossFit**, that is implicated through reference to this agreement.

The members hereby consent to and authorise **CrossFit** to communicate with him/her any notices, changes, increases etc. by way of electronic medium, including but not limited to email and sms, or where not possible, by regular mail.

Therefore I agree and understand the following:

1. Admission Fee and Membership Fee: By presentation of this application for membership, I hereby pay a non-refundable, non-transferable, once-off admission/sign-up fee of R \_\_\_\_\_.



Unless membership fees paid up in front for a period, the monthly account of this membership will be put out as follows: This agreement is for a minimum time period of **\_\_6/12/18 months\_\_** valid ("the term") with a deduction of the monthly fee via debit order according to the terms and duration of this agreement from acceptance date of this contract.

**Unless I terminate this agreement as set forth in par. 2, this contract shall automatically be renewed on a on a month to month basis, at the revised tariff which is then applicable.**

2. Termination of Membership: This agreement can at any time be cancelled with a 21 business days written notice to **CrossFit (CROSSFIT OUDTSHOORN)**, providing all the rules and regulations regarding cancellation has been met.

Notice of termination of agreement as well as any correspondence in this matter should be sent by email to **info@crossfitoudtshoorn.co.za**. The member is still obligated to pay membership fees irrespective of whether he/she uses the facilities of **CROSSFIT OUDTSHOORN** until cancellation is finalised.

**Absolution of liability:**

I the applicant, and my dependants understand and agree that:

the use of **CROSSFIT OUDTSHOORN's** facilities, equipment, services, programs and property, holds a certain risk of injury to person and belongings.

I/we are medically and physically capable to partake in a training program and to use **CrossFit's** facilities.

I/we have consulted a doctor and he/she has approved my/our above mentioned activities at **CrossFit**.

I/we withhold from any claim that I/we may hold against **CROSSFIT OUDTSHOORN** and herewith withhold **CrossFit** free of any claim that might arise from my/our use of the facilities and programs.



**CrossFit** accepts no responsibility for loss or stolen articles of the club.

I undertake to care for my valuables while using **CROSSFIT OUDTSHOORN's** facilities.

These rules and regulations form part of the agreement of the membership.

**General agreement and amendment:** this agreement hold the complete agreement between the applicant and **CROSSFIT OUDTSHOORN**. I admit that there is no other agreement between myself and **CrossFit** with reference to membership and that no other exists accept this agreement.

**Variation:** No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.

### **Terms of Payment:**

I hereby declare that all information on the application form signed by me is true in every aspect and realise that any incorrect information is a breach of contract. I undertake to let **CrossFit** know of any changes in circumstances within 14 days with a written notice. I choose to in all circumstances of this agreement state that the above address is domicilium citandi et executandi. I acknowledge that **CrossFit** will administrate all the funds.

### **I furthermore agree:**

To pay the amount of the monthly payment on the date stipulated in the agreement.

In the case that my debit order is not approved, the full amount must be paid up to date and in cash.



To pay for all correspondence, telephone calls and tracing that may occur from non-payment and if the balance of the total amount may be given over for collection, to pay for all legal costs between lawyer and client as well as collection commission. Furthermore to notify **CrossFit** within 14 days in writing if any changes may occur to the above particulars.

I agree that in the case where I breach the contract through not paying my membership monies at the stipulated date, the whole amount of the outstanding monies must be paid immediately to **CrossFit. CrossFit Oudtshoorn** shall have the right to without any further notice submit an act against me to pay all outstanding monies. I abide by a decision to the jurisdiction of the magistrate court in the case of any prosecution that may lead to demanding, otherwise above the jurisdiction of this court act of article 65 from the law on jurisdiction law 32 of 1994 will be amended.

**Fine Print:**

**1. What if I change my mind and want to cancel my contract?**

You can do so in writing within 5 business days from the date of signing this contract excluding the day of signature. If cancellation letter/email is received within this cool-off period, all payments minus the costs incurred (admin fee, access to boxchamps, joining fee and sessions already taken calculated at our daily rate of R50) will be refunded. Please email to **info@crossfitoudtshoorn.co.za**. Please keep proof of your cancellation request and make sure your request was actually received.

**2. How long will my membership last?**

If you pay by monthly debit order: Your membership will commence on the "start date" and will continue for the duration of your membership, whichever duration you have selected, calculated from the first day of the month following your start date (commitment period).



Unless you tell us that you do not wish to continue as a member at the end of your commitment period, your membership will automatically continue on a month-to-month basis at **CrossFit** until such time as you give **CrossFit** 21 business days written notice to cancel your membership. Please keep proof of your request to cancel your membership and that the cancellation was actually received by us. **If you pay your membership in full upfront- your membership will commence on the start date and will continue for a fixed period as per your selection.**

### **3. What about early cancellation?**

You may end your membership before the contract period expires once you have given 21 business days written notice of termination and pay an early cancellation fee (75% of outstanding fees + plus any arrears). If you've paid membership fees upfront, you can do so at any moment and with written notice. **No refund will be made in these cases.**

Should you not be able to pay the cancellation fee in full you have the option of paying the outstanding balance in three instalments within 90 days following your cancellation request.

### **4. Membership fees, Increases and Special Levies:**

Membership fees will vary on the type of membership you have selected and will only be due for escalation at the end of your contract period if the membership fees have increased in the meantime. This escalation will be no more than 10% of the contract value and you will be notified at least 2 months in advance. You may cancel your membership within this period without any penalty. However, if we do not hear from you, you will be deemed to have accepted the increase and your membership will automatically continue at the new rate.

### **5. Contact Method:**



The member hereby consents to and authorises **CrossFit** to communicate with him/her any notices, changes, increases etc., by way of electronic medium including but not limited to, e-mail, SMS, or where not possible, via regular mail. Should any changes in these contact mediums occur, the member agrees to inform **CrossFit** within 14days of these changes, and agrees that **CROSSFIT OUDTSHOORN** cannot be held responsible for failure to give the proper notices should the member fail to inform us of these changes.

## **6. General Rules and Regulations**

All new members must have completed an Indemnity prior to taking part in any exercise.

All new members **MUST** complete the Introduction/On-Ramp Curriculum when joining **CROSSFIT OUDTSHOORN**.

No exercise or training is allowed if the members are not assisted or supervised by one of the **CROSSFIT OUDTSHOORN** Coaches.

If a designated time and space is given to a member, that member must train in that given time and or space.

A person whom is accompanying a member will not be allowed in the training area: he/she must wait outside or observe from a designated or safe area.

Members are required to perform techniques according to **CROSSFIT OUDTSHOORN** trainers' standards and as per instruction.



Members may not train their own exercises or follow their own program during class times unless authorised by the Head Coach.

Members must replace all equipment in their designated spot once they are done using it.

Members may only drop barbells, medicine balls, dumbbells or slam balls if it is done in a safe and controlled manner.

An empty bar may NEVER be dropped.

Members must wear proper and suitable attire, particularly shoes, shirts and pants at all times.

Members must have a sweat towel handy at all times.

Any jewellery that may hinder training must be removed prior to the class.

#### **Prohibited – Right of Admission Reserved**

If you, the member, wilfully or by neglect cause any damage to the **CROSSFIT OUDTSHOORN** (CrossFit) property, you will be held liable for said damage and the cost thereof.

Unauthorised persons training on **CROSSFIT OUDTSHOORN** property or with **CROSSFIT OUDTSHOORN** equipment is strictly prohibited.

No smoking, use of drugs or alcohol is permitted in the gym.

Show respect at ALL times to other members and coaching staff.



I have read and understand all the rules and guidelines in this legally binding document and agree to follow them as written. I also acknowledge that my failure to comply with these rules and guidelines may result in the termination of my membership. I am physically and mentally fit to proceed with a normal routine of exercise and acknowledge that **CrossFit**, or any of its staff will not be held liable for any injury or loss suffered by me, whether through any negligence and/or omission on the part of **CrossFit** and/or employees of **CrossFit** for any reason whatsoever.

Signed today \_\_\_\_\_ at \_\_\_\_\_.

1. \_\_\_\_\_

\_\_\_\_\_  
Signature of Member

2. \_\_\_\_\_

Witnesses

1. \_\_\_\_\_

\_\_\_\_\_  
Signature of CROSSFIT

2. \_\_\_\_\_

Witnesses