

MEMBER DETAILS

Full Name and Surname: _____
 Nickname: _____ M/F: _____
 Identification Nr: _____ Cell Nr: _____
 Street Address: _____
 Employee/Student: _____ E-Mail: _____
 Next of kin: _____ Cell Nr: _____

BANKING DETAILS

Name of Account Holder: _____ Bank Name: _____
 Account No: _____ Branch Code or name: _____ Account Type: _____

DEBIT ORDER AUTHORIZATION *[mandatory]*

I hereby authorize Total Fitness Personal Training (TFPT) and/or its authorized debit order collection Company, to debit the monthly membership fees, and all the monies due and payable on the said date, from the above account for the duration of the agreement. In the event that the payment day falls on a Saturday, Sunday or recognised South African public holiday, the payment will be debited on the last business day before the 1st. I undertake to ensure that funds will be available in the account and authorize TFPT to re-submit the debit order if the debit order was unsuccessful. I agree to pay any penalty bank charges relating to this debit order instruction.

Authorised signature: _____ Full Names and Surname: _____

MEMBERSHIP OPTIONS *(pls tick the applicable boxes)*

	Functional Intense Training Classes (R150 per drop in session)	
	3 x per Week (Includes access to 3 FIT group training sessions a week)	Unlimited (Includes unlimited access to all group classes, gym facilities and swimming pool at Protea Hotel)
12 Months	R700 / month	R825 / month
6 Month	R800 / month	R925 / month
3 Month	R900 / month	R1025 / month
1 Month	R1000 / month	R1125 / month

**Prorata payment will be deducted with the first debit order. **Please take note of our cancellation policy in paragraph 1*

Declaration Member

I, the Member, and my dependents understand and agree that the use of TFPT's facilities, equipment, services, programs (indoor and outdoor) and premises involves inherent risk of injury to persons and property. I hereby confirm that I have consulted a physician, who has approved my/our contemplated activities at TFPT and that I have been declared medically and physically fit to make use of the facilities and program/s. I hereby waive all claims which I might have against TFPT, its directors and staff and hereby indemnify TFPT in respect of any claim that may arise as a result of my using the facilities or program/s and acknowledge that I have read, understand and signed the release and waiver of liability form.

Signed at: _____ on this _____ day of _____ 20____
 Name: _____ Authorised _____ Signature/s: _____
 _____ In case of a minor (Guardian Name): _____
 _____ Signature/s: _____

OFFICE USE ONLY:	<input type="checkbox"/> DO	<input type="checkbox"/> Cash/Eft	Sales Person:
Payment type			Captured by:
Prepaid Amount: R.....			Checked by:
Joining Fee: R.....			

1. The duration of this Agreement shall be for the duration selected on page 1 and shall automatically continue on a month-to-month basis after the initial duration. After the expiration of the initial duration, the member will have the option to renew or terminate the contract under points 12 to 15 of this agreement. The member must notify the club **in writing** of his cancellation 30 days prior to the initial ending of his/her contract. Notifications must be sent to chandre@totalrevolution.co.za and no verbal communication with the coach or any other staff member will be deemed suitable notification of termination.

Membership fee and payments

2. Membership fees is due and payable in advance by debit order on the last day of every month. In the event that the payment day falls on a Saturday, Sunday or recognized South African holiday, the payment will be debited on the last business day before the 1st.
3. The member agrees to pay the full membership fee as long as this Agreement is in effect, regardless of whether the member is able to attend the program and/or classes signed up for.
4. It is the responsibility of the member to inform the club of any changes to the member's banking details or debit orders that didn't go off.
5. Undisputed amounts not received by the club shall be deemed past due. Past due amounts shall at the discretion of the club be subject to a late charge of 2% per month.
6. In the event of the member defaulting on payments and the account is handed over for collection, the member agrees to pay the collection and legal charges on a scale as between attorney, collection agent and own client, together with collection commission.
7. Any debit order returned "unpaid", will automatically be resubmitted within 3-5 working days, unless agreed otherwise. Double payment debits may also be submitted during the next debit order date for any unpaid debit orders.
8. The member will be liable for a "debit returned" charge of R40.00 per unpaid debit.
9. The Club reserves the right to increase the membership fee in its sole discretion by notifying the member in writing 30 days in advance.

Cooling off period

10. A member is entitled to cancel this agreement within (5) five days of the date on which the member signed the agreement. Where a member exercises his/her rights to cancel the agreement during the cooling-off period, any payments made will be refunded via EFT or reverse credit card transactions.
11. Should the member cancel the agreement during the cooling-off period on a special or promotional membership campaign, the promotional items need to be returned in its original packaging and condition by the member. In the event that the member does not return the items, the club reserves the right to change the member for the items at the market related value.

Termination

12. Notwithstanding anything else contained in this agreement, either party shall have the right at any time to terminate this agreement, in writing, by giving the other party 30 (thirty) days' notice on contracts of 3 (three) months and longer.
13. In the event of early termination of this agreement, the Club reserves the right to charge the member a reasonable penalty fee for the remaining duration of the agreement.
14. The Club reserves the right to terminate a Member's agreement if the member engages in any conduct which in the Club's opinion would have a negative effect on the Club, its staff or other Members.
15. The member is responsible to verify that no further deductions are made by the member's Banking Institution from his/her account after cancellation. Refunds will not be done for more than two months.

Limitations on Liability

16. The Club shall not be responsible or held liable for any loss, damage or injury including consequential losses, suffered by or caused to any person or property anywhere on or about the Club's premises or facilities, whether or not such loss, damage or injury is occasioned by any act or omission of the Club, or anyone else for whose actions the club would be liable in law, or by reason of theft or burglary with or without forcible entry, or by reason of any condition on or off the grounds of the Club, or any defective facilities of the Club, or caused by any sporting activity carried out on the Club premises, or by any other cause of whatsoever nature or degree of the part of the Club, any Member of the Club, and/or any of their officials, employees and or agents.
17. Where harm of damage arises from the negligence and or willful default of a member causing the harm or damage, the said member will be held liable for the harm of damage caused.

Destruction or damage

18. If the buildings on the premises are so damaged by fire, riot, storm, or the like as to be wholly untenable, then this agreement will not terminate, unless otherwise agreed between the parties.
19. Should the member be able, notwithstanding the damage, to enjoy some beneficial use then this agreement will not terminate, but the member will be entitled to a reduction of membership fees commensurate with the extent to which it is deprived of beneficial use.
20. The Club shall, at its own cost, repair the damage as soon as is reasonably possible in the circumstances.

Non-waiver

21. No failure of the Club to exercise any power reserved to it hereunder, or to insist upon strict compliance by the Member with any obligation or condition hereunder, and no custom or practice of the parties invariance with the terms hereof, shall constitute a waiver of the Club's right to demand exact compliance with the terms hereof.

Severability

22. Each section, part, term and/or provision of this Agreement shall be considered severable, and if, for any reason, any section, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation, such shall not impair the operation or affect the remaining portions, sections, parts, terms and/or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms and/or provisions shall be deemed not to be a part of this Agreement; provided, however, that if the Club determines that said finding of illegality adversely affects the basic consideration of the Agreement, the Club, may at its option, terminate this Agreement.

Governing Law

23. This agreement shall be governed by the laws of the Republic of South Africa.

Jurisdiction

24. In terms of section 45 of the Magistrate's Court Act the parties consents, for purposes of enforcing any of its rights in terms of this Agreement, to be jurisdiction of the Magistrate's Court, notwithstanding the amount involved. This clause does not however preclude either party from instituting action in the High Court if he/she should deem it necessary to do so.

Miscellaneous Provisions

25. Whole agreement – This Agreement constitutes the whole agreement between the Member and the Club and no agreement, representations or warranties between the parties other than those set out herein are binding on the parties. To the extent that any other agreement, written or verbal, appears to exist between the parties with respect to the subject matter hereof, this Agreement supersedes any such agreement.
26. Variation – No addition to or variation, consensual cancellation or novation of this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by the other parties or their duly authorized representative.
27. Independent Advice – Each party hereto acknowledges that it has been free to secure independent legal advice as to the nature and effect of all of the provisions of this agreement and that it has either taken such independent legal advice or dispensed with the necessity of doing so. Further, each Party hereto acknowledges that all of the provisions of this Agreement and the restrictions herein contains are fair and reasonable in all the circumstances.

Annual Escalation

28. The Functional Intense Training will increase by 10% per annum.

Initial: _____

**TOTAL FITNESS PERSONAL TRAINING
WAIVER OF LIABILITY**

TITLE _____	FIRST NAME _____	SURNAME _____
EMAIL ADDRESS _____	DOB _____	
HOME ADDRESS _____	POSTCODE _____	
PHONE _____	OCCUPATION _____	
EMERGENCY CONTACT NAME _____	NUMBER _____	

1. I agree that as a participant at total fitness personal training (also referred to as TFPT) I am responsible for my own well-being. I accept this condition of participation and I acknowledge that I have been informed of the general nature of the risks involved in this activity, including but not limited to personal injury or loss of personal property.
2. I understand that in the event of accident or injury, personal judgment may be required by TFPT personnel regarding what actions should be taken on my behalf. Nevertheless, I acknowledge that TFPT personnel may not legally owe me a duty to take any action on my behalf. I also understand that it is my responsibility to secure personal health insurance in advance, if desired, and to take into account my personal health and physical condition.

Medical History

- 2.1 Have you consulted a doctor about starting an exercise program? YES NO
- 2.2 Are you a smoker? YES NO If yes, how often? _____
- 2.3 Do you have any respiratory conditions? YES NO
- 2.4 Do you have any musco/skeletal (muscles and skeleton) issues we should know about? If yes, please specify

- 2.5 Do you have or had any blood pressure or heart problems? YES NO
- 2.6 If you answered "yes" in questions 2.5 or 2.6 please give a full description and if so, what medication you are currently taking.

- 2.7 Please mention and give full description of any other medical issues that we should be aware of.

- 2.8 To the best of your knowledge are you healthy enough to exercise? YES NO
3. I further agree to abide by any and all specific requests by TFPT personnel for my safety or the safety of others, as well as any and all of TFPT policies and procedures, applicable to all activities related to the company. I understand that TFPT reserves the right to exclude my participation in training if my participation or behavior is deemed detrimental to my safety.
4. I agree to be respectful towards the gym's property, operating all equipment with care and ensure to leave the training area as I found it. I further agree to be respectful towards other training individuals, in regards to space and the sharing of equipment.
5. By participating in TFPT training, whether it be with a trainer or in a TFPT venue I have agreed to assume the risks involved, I hereby agree that I am responsible for any resulting personal injury, damage to or loss of my property which may occur as a result of my participation or arising out of my participation, unless any such personal injury, damage to or loss of my property is directly due to the negligence of TFPT, I understand that this waiver of liability form will remain in effect during any of my subsequent visits and fitness-related activities.

I acknowledge that I have read and fully understand this document and that I am accepting these personal risks and conditions on my own free will.

Participant's Signature: _____ **Date:** _____

If the participant is **under** the age of 18,

Signature of Paren/Guardian: _____

Print Name: _____ **Date:** _____