



HEALTH & FITNESS COACHING

MEMBERSHIP CLIENT CONTRACT

Client Details

Full Name:

Date of Birth: Gender (Circle) Male / Female

Address:

Email Address: Phone Number:

Emergency Contact

Name: Phone Number: Relationship:

Service Information

Package/Membership: Amount: Joining Fee:

Start Date: Frequency (Circle): Weekly/Monthly/Fortnightly

Client Declaration

I, (print name) _____, hereby agree to the terms and conditions of SuckerPunch Fitness as set out in this document. Being aware of my own health and physical condition and having knowledge that my participation in any exercise program may be injurious to my health and involves a degree of risk, am voluntarily participating in physical activity with SuckerPunch Fitness. Having such knowledge, I hereby release SuckerPunch Fitness, their representatives, agents, and successors from liability for accidental injury or illness, which I may incur as a result of participating in the said physical activity. I hereby assume all risks connected therewith and consent to participate in said program. I agree to disclose any physical limitations, disabilities, ailments, or impairments, which may affect my ability to participate in said fitness program.

I hereby **do/do not** [delete which does not apply] consent to SuckerPunch taking my photograph or video recording in the course of training sessions and using my image in its promotional material in any form or media.

Signed

Dated

TERMS AND CONDITION OF MEMBERSHIP

1. General Information

- 1.1. A Client must be over 18 to join adult classes conducted by SuckerPunch Fitness.
- 1.2. The agreement between the Client and SuckerPunch Fitness is made up this contract and the questionnaire completed by the Client before commencement of their first session in accordance with clause 4.1.
- 1.3. In this Agreement, a reference to SuckerPunch Fitness is a reference to any officer employee or contractor of SuckerPunch Fitness.
- 1.4. It is the responsibility of the Client to do all that is necessary to fully understand the terms of this agreement, this may involve seeking professional legal advice.
- 1.5. Should any provision of this agreement be held by a Court of competent jurisdiction to be unlawful, invalid, and unenforceable or in conflict with any rule, statute, ordinance or regulation the validity and enforceability of the remaining provisions will not be affected.
- 1.6. Any change to this agreement must be recorded in writing and signed by both the Client and a director of SuckerPunch Fitness.

2. Terms and Conditions

The terms and conditions stated in the Agreement will apply to all participation by the Client in classes provided by SuckerPunch Fitness.

3. Client's responsibilities

- 3.1. Booking for each class is essential to ensure availability.
- 3.2. SuckerPunch Fitness and its Trainers are not medical professionals and do not have the expertise to diagnose medical conditions or impairments.
- 3.3. SuckerPunch Fitness may recommend that clearance of advice from a doctor or medical professional be sought, however Clients are responsible for seeking such clearance or advice prior to undertaking physical activity, nutritional or physical intervention at SuckerPunch Fitness to prevent risk of illness or injury.
- 3.4. The Client is expected to participate in the Assessment Process or any other screening that SuckerPunch Fitness deems relevant or sufficient to clear the Client to participate in classes.
- 3.5. The Client agrees to dress appropriately and bring a sweat towel or other reasonably requested equipment or apparel.
- 3.6. The Client is responsible for bringing any medication, or medical equipment that may become necessary throughout physical activity.
- 3.7. The Client is required to arrive on time to each class so that the class can begin on time. It may be preferable (if possible) for Clients to arrive early to warm up.

4. Group Training Specific Requirements

- 4.1. Group Training Participants will not be allowed to join a class if they are more than 10 minutes late with exception of classes which specifically are indicated as open start sessions. This is due to the importance of participating in the warm up section of the session for the safety of the participants.
- 4.2. Participants are required to provide their own Boxing Wraps for health and safety and wear them at all times during the class. Boxing Wraps are available for purchase from SuckerPunch Fitness upon request.
- 4.3. Participants are encouraged to provide their own Boxing Gloves for health and hygiene reasons, however, there are communal gloves available for use during the class.

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- 4.4. The training is conducted bare feet and all attendees are required to remove shoes and socks prior to entering the training area. Participants are responsible for determining whether they are in suitable health to attend each class and are advised not to attend when they are unwell or sick. SuckerPunch Fitness reserves the right to refuse the Participant's attendance without the option of reschedule or refund, if they are deemed by SuckerPunch Fitness to be unwell or not in suitable health to attend the class.
- 4.5. SuckerPunch Fitness reserves its right to change the time of classes or cancel classes at its discretion. SuckerPunch Fitness lists all its classes on its website and Facebook page and will endeavour to give reasonable notice of a change to the timetable by email, text message or on the Facebook page.

5. Initial Documents and Health Screening

- 5.1. All Clients must complete the Questionnaire provided and in doing so provide as much information that may be relevant for our purposes.
- 5.2. Client acknowledges that they are in good health and are able to participate in strenuous exercise routine as prescribed by SuckerPunch Fitness and its employees.
- 5.3. If SuckerPunch Fitness recommends or refers the Client to a third-party practitioner for assessment or treatment it is the Clients responsibility to follow this up and SuckerPunch Fitness is deemed to have done all that is reasonably necessary.
- 5.4. SuckerPunch Fitness, reserve the right to refuse service to the Client if they reasonably believe refusal is appropriate given the information available to them. This refusal will be communicated to the Client as soon as it becomes apparent to a Trainer or other SuckerPunch Fitness representative and may invoke the 'Late Cancellation' policy (set out in clause 7) depending on the circumstances and reasons for the refusal.

6. Notice of Change of Health/ Trainer's Right to Cancel the Session

The Client is responsible to notify SuckerPunch Fitness and its employees of ANY change in the health and fitness on arrival for a class. Failure to do so and in circumstances in which the Client is unwell, deemed unfit to participate in the physical activities or be a health or safety risk to SuckerPunch Fitness employees or other clients/members, SuckerPunch Fitness reserve the right to require the Client to not participate in the class without refund.

7. Relocation

The Client will be notified in writing in the event that SuckerPunch Fitness requires to relocate to another gym/premises. The Client agrees to continue training with/at SuckerPunch Fitness during and after relocation unless the new location is more than 10km radius from the existing premises.

8. Payment

- 8.1. Fees applicable at the time of joining SuckerPunch Fitness are as set out on suckerpunchfitness.com.au.

8.2. Register for classes:

- 8.2.1. The Client must register at suckerpunchfitness.com.au or via SuckerPunch Fitness App for each class.
- 8.2.2. The cut-off time for class bookings is 8pm for morning sessions and 8am for evening sessions prior to the training session. Clients might not be able to participate if they have booked later than these times.

8.3. The membership options include:

- 8.3.1. Upfront Annual Membership.
- 8.3.2. Monthly Membership.
- 8.3.3. Ten Sessions Pass.

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8.4. Terms applicable to Upfront Annual Membership:

- 8.4.1. **Term:** The term of the membership is twelve months and does not entitle the member to any freeze/hold periods on membership.
- 8.4.2. **Entitlements:** The Client is entitled to unlimited Boxing and Muay Thai classes booked online or via Wix App, exclusive members only support/education Facebook Group, Fortnightly Outdoor Training Sessions and social activities throughout the year (as detailed on suckerpunchfitness.com.au).
- 8.4.3. **Payment:** Full membership fee is payable at the time of signing this agreement and can be paid by way of Electronic Bank Transfer, Credit Card or Cash payment.
- 8.4.4. **Renewal:** After completion of the term of the contract, the Client may elect to renew this Agreement for a further Upfront Annual Membership or other types of membership offered by SuckerPunch Fitness at the time of the renewal. SuckerPunch Fitness will provide notice to the Client that the term of their membership is about to be completed, and the Client must confirm in writing if they wish to renew their Upfront Annual Membership. Should the Client not confirm in writing the Client's membership will lapse.
- 8.4.5. **Fee changes:** If during the term of the Client's membership, SuckerPunch Fitness changes the fee payable for a Upfront Annual Membership, that change will only apply to the Client, if the Client renews their Upfront Annual Membership, by operation of clause 8.4.4.
- 8.4.6. **Cancellation:** The Upfront Annual Membership is a No Cancellation agreement. However, in the event of Client's relocation interstate or overseas or inability of the Client to attend classes due to prolonged and serious illness or injury, the Client can nominate a person to transfer the remaining Term of their membership to.
- 8.4.7. **Client holidays and absences:** The Upfront Annual Membership does not include any Freeze or Hold periods.
- 8.4.8. **Medical freeze option:** If the Client becomes ill or injured and has been advised by his/her doctor to discontinue participate in any activity, the Client may transfer the remaining Term of their membership to another person.

8.5. Terms applicable to Monthly Membership:

- 8.5.1. **Term:** The term of the membership is one month and automatically renewed until the Client requests their Monthly Membership to be cancelled in writing providing adequate notice as outlined in 8.5.5.
- 8.5.2. **Entitlements:** The Client is entitled to unlimited Boxing and Muay Thai classes booked online or via Wix App, exclusive members only support/education Facebook Group, Fortnightly Outdoor Training Sessions and social activities throughout the year (as detailed on suckerpunchfitness.com.au).
- 8.5.3. **Payments:** The payments are made by direct debit in accordance with the Direct Debit Terms (as set by Direct Debit Provider). A small administration fee is payable to the Direct Debit Provider for this service.
- 8.5.4. **Fee Changes:** If during the term of the Client's membership, SuckerPunch Fitness changes the fee payable for a Monthly Membership, that change will only apply to the Client, if the Client cancels their Monthly Membership and re-joins at a later date, by operation of clause 8.5.5.
- 8.5.5. **Cancellation of Monthly Membership:** The Client must give written notice (by email or hard copy) to SuckerPunch Fitness that they wish to cancel their membership. SuckerPunch Fitness will take one further payment after the notice is given and then cancel the Direct Debit for that Client and the membership will end one month after the final payment.

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For example: if the Client's direct debit is scheduled to occur on the 1st of each month, and the Client gives written notice on 5th day of January, SuckerPunch Fitness will take the next payment on 1 February and the Client's last day of membership will be 28 February.

8.5.6. **Client holidays and absences:** The Client must give 7 days advance notice of any absence and SuckerPunch Fitness will put the Client Direct Debit on freeze. The requested freeze period can be either two or four weeks.

8.5.7. **Medical freeze option:** If the Client becomes ill or injured and has been advised by his/her doctor to temporarily discontinue training, the Client may freeze any remaining sessions for a period up to 3 months.

8.6. Terms applicable to Ten Sessions Pass:

8.6.1. **Payment:** payment for ten classes are required to be made through the booking system at suckerpunchfitness.com.au before attending the class.

8.6.2. **Entitlements:** Client is entitled to attend ten Boxing and Muay Thai classes booked online or via Wix App.

8.7. Accepted methods of payment are Electronic Bank Transfer, Credit Card or Cash for Upfront Annual Membership, Direct Debit for Monthly Membership and Credit Card payment via suckerpunchfitness.com.au for ten sessions pass. The Credit Card payment attracts a 2.2% merchant fee.

8.8. Receipts will not be provided unless expressly requested by the Client, and it is the Clients' responsibility to record any Cash payments they make with a Trainer to ensure it is appropriately recorded.

8.9. For any Direct Debit payments arranged between the Client and SuckerPunch Fitness, the Client is presumed to have read and agreed to the Direct Debit Request Agreement document for the terms and conditions as they relate to such arrangements.

9. Waiver

9.1. Training by SuckerPunch Fitness will involve physical activity and, as appropriate, use of certain equipment and machinery. Such activities may present a risk of injury or even death. The Client voluntarily agrees to participate in these activities and to assume all risk of personal injury, death and property damage resulting from such activities, use of equipment, machinery or public or private facilities.

9.2. Client agrees on behalf of him/herself and his/her personal representatives or heirs to release and discharge SuckerPunch Fitness, its agents, representatives, successors and assigns from any and all claims or causes of actions (known and unknown) arising out of the Agreement, including without limitation injury or loss resulting from Client's engagement in the sessions or use of any equipment or facilities that break or malfunction.