

Membership Contract



Membership Type

12 Month Upfront (\$2400)

6 Month Upfront (\$1250)

12 Month Weekly DD (\$48/week)

6 Month Weekly DD (\$50/week)

No Lock In* Weekly DD (\$52/week)

1. Purpose and Explanation of Training

I hereby consent to voluntarily engaging in acceptable physical exercise as determined by a qualified coach/exercise physiologist. I will be given exact instructions regarding the physical activity I will be undertaking. Dependent upon my health status, I may or may not be required to gain a doctors consent to participate in physical activity in order to regulate exercise to be within my personal limits. I understand that if I am taking prescribed medications, I have already informed staff and further agree to inform them promptly of any changes which my doctor or I have made in regard to these. I understand I will always be given the opportunity to undertake physical assessments with a coach/exercise physiologist at my own or their discretion.

I have been informed that during my participation in physical activity with Foundations Performance & Rehab, I will be given physical activities to complete unless symptoms such as fatigue, shortness of breath, chest discomfort or similar occurrences appear. At this point, I have been advised that it is my complete right to decrease or stop exercise immediately and that it is my obligation to alert the coach/exercise physiologist of my symptoms, should any develop.

I also understand that during the performance of my physical activity program, physical touching and positioning of my body may be necessary to assess my muscular and bodily reactions to specific exercises, as well as to ensure that I am using proper technique and body alignment. I expressly consent to the physical contact for the stated reasons above.

INITIAL _____

2. Risks

It is my understanding and I have been informed that there exists the remote possibility during exercise of adverse changes including, but not limited to, abnormal blood pressure, fainting, dizziness, disorders of heart rhythm, and in very rare instances heart attack, stroke, or even death. I further understand and I have been informed that there exists the risk of bodily injury including, but not limited to, injuries to the muscles, bones, ligaments, tendons, and joints of the body. Every effort, I have been told, will be made to minimize these occurrences by proper staff assessments of my condition before undertaking physical exercise, staff supervision during exercise and by my own careful control of exercise efforts. I fully understand the risks associated with exercise, including the risk of bodily injury, heart attack, stroke or even death, but knowing these risks, it is my desire to participate as herein indicated.

INITIAL _____

3. Benefits to be expected and alternatives available to exercise

I understand that this program may or may not benefit my physical fitness or general health. I recognize that involvement in the physical activity sessions will allow me to learn proper ways to perform conditioning exercises, use fitness equipment and regulate physical effort. These experiences should benefit me by indicating how my physical limitations may affect my ability to perform various physical activities and how to address these limitations appropriately. I further understand that if I closely follow the program instructions, that I will likely improve my exercise capacity and fitness level after a period of 3-6 months.

INITIAL _____

4. Confidentiality and use of information

I have been informed that the information which is obtained in this medical questionnaire and informed consent will be treated as privileged and confidential and will consequently not be released or revealed to any person, to the use of any information which is not personally identifiable with me. Any other information obtained, however, will be used only by the program staff to evaluate my exercise status or needs.

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5. Social Media

I grant permission to Foundations Performance & Rehab to use my image on the Foundations Performance & Rehab Web site, Instagram account (@Foundationsperformance), and Facebook account.

I hereby release Foundations Performance & Rehab and its employees/ subcontractors from, without limitation, all claims for invasion of privacy, infringement of my right of publicity, defamation and any other personal and/or property rights.

I acknowledge and agree that no sums whatsoever will be due to me as a result of the use and/or exploitation of my image or any rights therein.

INITIAL _____

6. Inquiries and freedom of consent

I have been given an opportunity and will continue to be able to ask questions about any training or procedures I undertake or am offered during my time with Foundations Performance & Rehab.

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7. Contract & Suspension Information

Suspension may be possible under the terms of the Direct Debit Request (DDR) and Contract. You may suspend for a maximum of 4 weeks free of charge within a calendar year. In order to suspend you must contact the Foundations Team in writing with reasonable notice (at least 3 days) prior to the date of suspension.

If you move or suffer from medical conditions that prevent you from attending Foundations and you wish to cease your membership before the end of the contract, you must provide in writing evidence of such event (eg. Doctors certificate, relocation evidence from Real Estate).

If you wish to cancel for any other reason than medical or relocation and have more than 14 days left in your minimum term, you can pay out your agreement. We calculate the amount you must pay by multiplying your weekly fee by the number of weeks left in your minimum term.

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8. Gym Availability and Opening Hours

Class or by Appointment only: Foundations Performance & Rehab Members may use the facilities only during scheduled classes, scheduled events or by appointment. Operating hours and current class schedules are listed on our website at www.foundationperformance.com.au.

Foundations Performance & Rehab reserves the right to change operating hours and/or class schedules at its sole discretion without any effect to this Agreement.

Limited Availability: Foundations Performance & Rehab may close its Facility for seminars, certifications, maintenance, selected holidays and other hours based on municipal requirements. Foundations Performance & Rehab may delete, change, discontinue, repair, or replace any part or all of the Facility without any effect on this Agreement.

Limited Use: If you know or should know you have a problem that might prevent you from using the Foundations Performance gym for more than the 4 weeks allocated suspension time given, (i.e., family emergency, business travel, vacation, etc...) and you sign this Agreement; you agree that your membership is limited accordingly. Anything that is not your own personal medical or relocation issues requires regular weekly payments as per this contract. See our Contract and Suspension Information for Cancellations and other options.

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9. Contract Cooling Off Period

This contract is subject to a 48-hour cooling off period. If you wish to terminate this contract, you must notify us in writing within the 48-hour cooling off period. Should you terminate within the 48-hour cooling off period you will incur a charge of \$19 per class attended within this time to reflect a casual class rate.

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