CONDITIONS OF USE FOR MEMBERSHIP

Please read this carefully and ensure you understand your rights and obligations before you sign the Membership Form to join the Curtin Stadium ("Stadium").

I. This Agreement begins at the commencement date of your membership and terminates at the expiration of the membership (term purchased) or unless terminated under clause 4(II).

II. This Agreement is subject to a 72 hour cooling off period. Subject to clause 4(II), the Stadium provides a "cooling off" period to allow you to cancel your membership within 72 hours of signing the Membership Form.

2. YOUR OBLIGATION AND RIGHTS

You agree to the following conditions on the use of the Stadium and undertake to:

I. Comply with the Curtin Stadium Membership Rules as set out in the attached sheet.

II. You acknowledge and understand that participation in the activities within your membership require varying degrees of physical exertion and/or physical risk which may cause your death or personal injury.

III. The fitness services provided under this agreement will depend on your level of membership:

i. Silver Main Gym
   Use of main gym during operational hours

ii. Silver Group Fitness
   Use of group fitness classes on the group fitness timetable subject to availability and class sizes

iii. Gold
   Use of the main gym during operational hours and use of group fitness classes on the group fitness timetable subject to availability and class sizes

iv. Diamond
   Use of the ladies studio and main gym during operational hours and use of group fitness classes on the group fitness timetable subject to availability and class sizes.

3. ADMISSION REQUIREMENTS

By accepting this membership at the Stadium you warrant to Curtin and the Stadium that:

I. You do not have nor are aware of having any physical, medical, mental or health disability, which could be aggravated, worsened or impaired by physical exercise. You will advise Curtin in writing with any changes to your condition.

II. You will seek medical clearance if required by Curtin.

III. Applicants less than sixteen years of age will require the presence of a parent or legal guardian when at the stadium.

4. TERMINATION

I. Curtin can terminate this Agreement at any time by notice in writing effective immediately. Upon such termination Curtin will refund to you the membership fees that are attributed to the period after cancellation. The establishment fee will not be refunded.

II. A client may terminate a membership agreement without cause or reason within 72 hours of signing the membership. Cancellation of membership must be in writing and submitted to the Stadium within 72 hours of signing the membership form.

III. You may request termination of membership in the event of permanent physical incapacity or long term physical incapacity or in the event of long term unexpected departure from the Perth metropolitan area (greater than 6 months). Curtin may request written verification by a registered medical practitioner. A request to terminate membership must be made in writing and is at the Stadium Manager’s discretion. If Curtin agrees to terminate the membership, Curtin will refund to you the membership fees that are attributed to the period after cancellation and an administration fee covering the cessation of this agreement (20% or $35 the lesser amount applies).

IV. You may request a suspension of membership by completing the Application for Suspension of Membership form (available at Stadium reception). Conditions and charges may apply.

5. EXCLUSION OF LIABILITY

I. Curtin shall not be responsible and excludes all liability for any loss or damage whether direct or indirect arising out of or as a result of your participation in the activities of the Stadium or arising out of your use of the facilities.

II. Curtin shall not be responsible and excludes all liability whether direct or indirect for any loss or damage, deterioration of health, illness, death, aggravation of any health condition that you may incur or suffer as a result of your participation in the services provided under this agreement, use of the facilities at the Stadium or advice or otherwise that may have been given to you by Curtin, its employees or agents.

III. Curtin accepts no responsibility and excludes all liability whether direct or indirect arising out of any loss, damage, theft or otherwise that you may sustain in respect of your personal effects and belongings.

6. COMMUNICATIONS AND NOTICES

I. All communications and notices will be sent to the email or postal address provided by you to the Stadium.

FEES AND CHARGES PAYABLE UNDER THE AGREEMENT

Establishment fee $ __________
Contract Length (months) __________

☐ Upfront
☐ Direct Debit
Membership fee $ __________
Pro-rata fee $ __________
Payment plan (pf) $ __________

PERSONAL INFORMATION

The information on this form will be used by Curtin for the administration of your membership and the operation of the Stadium. For information on the university’s privacy policy please visit http://global.curtin.edu.au/legal/privacy.cfm/

If applicant is 18 years of age or older complete the section below, complete Section A.
If applicant is under 18 years of age complete Sections A and B.

SECTION A: APPLICANT TO COMPLETE

I. ____________________________ (PRINT NAME)
Have read, understood and agree to be bound by the Terms and Conditions of this agreement and have received a true copy.

(SIGNED) ____________________________

(DATE & TIME) ____________________________

(WITNESSED) ____________________________

SECTION B: PARENT/LEGAL GUARDIAN OF THE APPLICANT TO COMPLETE

I. ____________________________ (PRINT NAME)
Have read, understood and agree to provide my consent for my child to be bound by the Terms and Conditions of this agreement.

(SIGNED BY PARENT/LEGAL GUARDIAN) ____________________________

(DATE & TIME) ____________________________

(WITNESSED) ____________________________

(NAME OF WITNESS AND CONTACT DETAILS) ____________________________