



NB!! PLEASE READ BEFORE YOU SIGN MEMBERSHIP TERMS AND CONDITIONS

CrossFit Blue Sky (Pty) Ltd

Reg No: 2019/133060/07 VAT Reg. No. 4500285798

- 1. WELCOME TO CROSSFIT BLUE SKY!** Your application for membership has been approved, subject to the payment of the applicable membership fees, verification / validation of your bank details (if applicable) and personal details and signature of this application ("agreement"). This Agreement will commence on the Start Date, from which date I will be entitled access to the health and fitness facilities of CrossFit Blue Sky in accordance with my selected membership type provided that CrossFit Blue Sky may at any time withdraw all/or part of its facilities for any period in connection with the repair, alteration or refurbishment of the facilities or for any reason beyond the control of CrossFit Blue Sky.
- 2. If payment is by means of a monthly debit order my membership period will commence on the start date (first day of training at CrossFit Blue Sky) and will continue for 6 or 12 monthly instalments and will thereafter continue on a month to month basis unless terminated by the payer on written termination notice to be received by CrossFit Blue Sky not less than one calendar month prior to the last day of training. It is the payer's responsibility to ensure that the termination notice is received by CrossFit Blue Sky and that a receipt is issued to acknowledge this.**

Payer's signature: _____

- 3.** Membership fees, which may vary according to the type of membership purchased shall be fixed for the first 6 or 12 monthly instalments and shall be paid by either monthly debit order, in advance, and/or such other payment mechanism as may be agreed to in writing by CrossFit Blue Sky or as deemed necessary by CrossFit Blue Sky.
- 4.** CrossFit Blue Sky may after the initial period increase the membership fees each calendar year with such amount as CrossFit Blue Sky in its sole and absolute discretion deems appropriate.
- 5.** My monthly debit orders (first debit order and subsequent debit orders) will be submitted on or about the date that appear on the first page of this agreement under header "Monthly Debit Order".
- 6.** CrossFit Blue Sky may require members to pay for the usage of services and facilities in the gym specified from time to time by CrossFit Blue Sky as per tariff fees which shall be made available to members at all times.

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7. The full outstanding balance will become due and payable if I fail to pay any instalments on the due date thereof, in which event I will become liable to pay all costs in connection with the collection of any amounts due by me in terms of this agreement, including legal costs on the scale of attorney and own client, inclusive of collection commission.
8. Access to CrossFit Blue Sky facilities and the Boxchamp booking system will be denied until such time as CrossFit Blue Sky has received payment in full of any arrear instalments and legal costs on the sale as between attorney and own client, inclusive of collection commission, if any.
9. My residential address as it appears on the first page of this agreement, under Section A is my chosen domicilium citandi et executandi, at which address I will accept service of all legal processes and correspondence.
10. In the event that my bank details and/or contact details change, I will update the information by means of the "Change of details" form, which can be found at CrossFit Blue Sky.
11. CrossFit Blue Sky reserves the right to cancel this agreement if I breach any of the terms and conditions of this agreement inclusive of the Gym Rules in force from time to time. CrossFit Blue Sky further reserves the right to cancel this agreement, if, in its absolute discretion deems that I am not physically and medically fit to proceed with this normal routine of exercise.

CANCELLATION BY CLIENT:

12. I confirm that I have familiarised myself with the Gym Rules in force from time to time. The Gym Rules are displayed on our website, www.CrossFitbluesky.co.za. In the event of one of more of these terms and conditions being unenforceable, same will be deemed to be severable from the remainder of the agreement.
13. I reserve the right to cancel this agreement with one clear calendar month's written notice to CrossFit Blue Sky. It is the payer's responsibility to ensure that CrossFit Blue Sky receives this Termination Notice. In the event that I cancel the agreement within the Initial Period, a cancellation fee of 50% of the balance of the amount outstanding under this agreement will be charged.
14. If my CrossFit Blue Sky gym facility ceases to operate, then CrossFit Blue Sky may terminate this agreement and I shall have no claim for damages against CrossFit Blue Sky, save for a refund of a pro rata amount of the prepaid membership fees, if any.
15. CrossFit Blue Sky shall be entitled in its sole discretion and without notice to me to cede and transfer and / or delegate to any third party all or any of its rights and / or obligations under this agreement.
16. CrossFit Blue Sky may need to change these conditions from time to time. Such changes will be displayed on our website, www.CrossFitbluesky.co.za. Each member will be notified of any changes in our terms and conditions by way of email correspondence.
17. This agreement, together with the Gym Rules contain all the terms and condition of the agreement. Other than stipulated in the paragraphs above, CrossFit Blue Sky makes no representations. Any addition, variation or cancellation of this agreement shall not be of any force and effect unless reduced to writing and signed by all parties to this agreement.
18. I confirm that the agreement was duly and fully completed prior to my signature and that the information appearing on the first page of this agreement is true and correct. CrossFit Blue Sky may cancel this agreement in its absolute discretion if the information given is found to be incorrect and/or incomplete.

COOLING OFF PERIOD

19. The Payer is entitled to terminate this agreement within 5 (five) days of the date on which the payer signed this agreement, excluding the day of signature, Saturdays, Sundays and Public Holidays. The intended termination must be conveyed in writing and must be received by an employee of CrossFit Blue Sky within the 5 (five) day period. "In writing" includes the use of email. It is the responsibility of the payer to ensure that the notice is received by CrossFit Blue Sky. CrossFit Blue Sky shall within 5 (five) days, as defined above, refund all payments made by the payer, less the pro rata amount for the use of the facility up to date of termination, and reverse any transaction.

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NO LIABILITY AND INDEMNITY

1. I acknowledge and agree that CrossFit Blue Sky (Pty) Ltd will not be held liable for any injury, death, loss or damage including consequential losses, suffered by or caused to any person or property anywhere on or about the gyms property or premises, including the outside area. CrossFit Blue Sky (Pty) Ltd will also not be held liable for any burglary or theft with or without forcible entry. CrossFit Blue Sky (Pty) Ltd, its owners, employees, independent consultants or other member(s) will not be held liable for any injury, death, loss or damage resulting from, but not limited to, any negligent act and/or omission or breach of contract. I agree and acknowledge that the outside area, the gym equipment and the classes I attend can result in bodily harm and it is entirely of my own risk that I enter and make use of the facilities of CrossFit Blue Sky (Pty) Ltd, including the parking and the outside area.

2. I, the member, shall at all times, hold CrossFit Blue Sky (Pty) Ltd and all members of CrossFit Blue Sky (Pty) Ltd indemnified against and harmless from, and shall in no manner whatsoever seek to hold any of them liable for any injury, loss or patrimonial loss arising directly or indirectly from any sporting activity of CrossFit Blue Sky (Pty) Ltd whether or not such injury, loss or damage can be attributed directly or indirectly to negligence of whatsoever nature or degree on the part of CrossFit Blue Sky (Pty) Ltd, any member of CrossFit Blue Sky (Pty) Ltd, and/or any of their owners, employees, officials and/or agents.

3. I, the member, give my consent that I have seen a physician and they have approved me medically and physically fit to make use of CrossFit Blue Sky (Pty) Ltd, along with all classes, programs and facilities.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____.

Member's signature: _____

Initial