

Melbourne Strength Culture - Training Waiver

I acknowledge that the activity I am to undertake involves certain risks and potential medical hazards and I further acknowledge and understand that whilst participating in such activity:

- I may be injured, physically or mentally, or may die;
- My personal property may be lost, damaged or stolen;
- Other persons participating in such activity may cause me injury or damage my property;
- I may cause injury to other persons or damage their property;
- The conditions in which the training program/s is or are conducted may vary without warning;
- There may be no adequate facilities for treatment or transport for me if I am injured; and

I assume all risk and responsibility for any injury, death or property loss or damage resulting from my participation at the Gym or in the Training Programs.

I understand that I participate in the training program/s as set by the Melbourne Strength Culture staff and enter the premises of Melbourne Strength Culture at my sole risk and responsibility. I release, indemnify and hold harmless Melbourne Strength Culture and its staff and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of injury, loss, damage or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever.

I understand that the advice given by the staff of Melbourne Strength Culture is not that of Accredited Practising Dietitians or Exercise Physiologists and that no advice should be taken as medical advice to treat injury or disease. I understand that I should seek professional medical advice before undergoing any nutritional or physical intervention.

Agreements and Conditions of Melbourne Strength Culture Memberships

This Agreement set out below applies to every supply of Goods and Services made by Melbourne Strength Culture to the Client. By entering into this Agreement, you confirm that you have read and understood and agree to the terms and conditions set out in this Agreement.

1. Payment (All Memberships)

1.1 Payment is to be made in advanced through EziDebit. Payments will be taken fortnightly unless otherwise agreed upon by Melbourne Strength Culture and client.

1.2 Fortnightly payments will cover services provided within the current and following calendar week.

2. Holding Payments, Membership Pauses and Refunds (All Memberships)

2.1 Under no circumstances will Melbourne Strength Culture offer retrospective membership pauses/ refunds.

2.2 Under no circumstances will Melbourne Strength Culture offer any refund for any service provided.

2.3 In the case of which a client wishes to pause their membership completely, without access to coaching staff or training programs provided, 1 full calendar weeks notice must be provided in email to Lores at accounts@melbournestrengthculture.com. A return date must be specified to be placed on hold.

2.4 6 weeks is the maximum membership can be on pause for, any longer will need to be discussed on a case by case basis.

2.5 If no return date can be specified for membership pause, the clients membership and FOB keypass will be canceled, as such, on return the fob key must be re-assigned with the set up fee of \$35.00.

5. Termination of Membership (All Memberships)

5.1 Any membership option terminated during the first 12 weeks of coaching will incur a \$200 cancellation fee.

5.2 After termination notice has been given, payments will be cancelled upon next pay cycle. No refund will be provided for payments already taken by Melbourne Strength Culture.

Open Access Agreements

The Open Access Membership is a privilege that requires members to agree to the Terms and Conditions as set out below.

1. Melbourne Strength Culture has the right to cancel any members Open Access Membership at any time for any reason with no refund. At such time, the member is required to forfeit their fob.
2. Members on the Open Access Membership will be issued with a fob tag that will allow them access to Melbourne Strength Culture between the hours of 5am to 10pm Monday to Sunday. Outside of these hours, the fob tag will not permit entry into the premises.
4. Members understand that failure to abide by any of the terms of this document can result in one or more of the following:
 - i) Loss of Open Access Membership;
 - ii) Immediate membership cancellation;
 - iii) Police report being filed, if necessary.
5. Replacement fob tags will be \$35.00.
6. Members will take all reasonable safety precautions when training alone. Safety racks must be set for bench press and squat training. Heavy Squats (Programmed RPE 8.5+) will not be allowed without a minimum of 2x spotters outside of staffed coaching hours.
7. Melbourne Strength Culture members will never allow a non-member access to the premises and will never lend their fob tag to another member or non-member for any circumstance. Doing so will result in an immediate removal of Open Access Membership privileges and possible cancellation without refund of any Melbourne Strength Culture services.
8. Members understand that if they ever take any items or possessions that do not belong to them (be it belonging to Melbourne Strength Culture or its members) that they will have their memberships immediately terminated and be reported to police.
9. Coaching hours remain in-line with our regular trading hours, coaching outside of these hours is unavailable.
10. The garage door must be closed if no staff are on premise. Opening the roller door without staff on premise will immediately result in loss of Open Access Membership privileges.
11. Altering the music level from the amplifier located below the staircase will result in immediate loss of Open Access Membership privileges.
12. Members will ensure that they never leave the premises unattended without first following lock-up procedures as set out in Appendix 1. Failure to do so will result in loss of all Open Access Membership privileges.
13. Melbourne Strength Culture is not responsible for any injuries sustained outside of staffed hours. By training outside of the set staff hours, the member takes complete responsibility of all injuries sustained. All owners and staff of Melbourne Strength Culture cannot be held liable for any injuries sustained outside of staffed hours.

The use of Melbourne Strength Culture Client Spreadsheets and IP

1. By signing up with Melbourne Strength Culture you are able to use our client spreadsheets and online IP. These products are owned by Strength Culture PTY LTD and stealing of any IP and client spreadsheets will not be tolerated. If you steal with the intention of using these spreadsheets for you own service you will be removed from our services.