



MEMBERSHIP AGREEMENT

Tattersall's Club Members, nominated Associate Members, Partners and Children* of Tattersall's Club Members are eligible to join Tattersall's Club Health and Wellness Centre. The Terms and Conditions of Membership are set out in this Membership Agreement.

MEMBERSHIP APPLICATION

Tattersall's Club Member:	Associate Member:	Yes	No
Membership Number:		Date:	

If you are NOT a Tattersall's Club Member:

What is your relationship to a Tattersall's Club Member?

Club Member's Name:

Membership Number:

PERSONAL DETAILS

Name:			
Date of Birth:	Gender:	Male	Female
Address:			
Suburb:	Postcode:		
Phone [W]:	[H]:	[M]:	
Email:			

EMERGENCY CONTACT

Name:	Relationship:
Phone:	

HEALTH ASSESSMENT

Do you suffer for any illness or injury and, in particular, the following?

Diabetes	Y	N	Asthma	Y	N	Chest Pains/ Symptoms	Y	N
Epilepsy	Y	N	Back/Neck Problems	Y	N	Dizziness/fainting?	Y	N
Heart Conditions/Stroke	Y	N	High Blood Pressure	Y	N	Diagnosed muscle, bone, joint problems?	Y	N
Other Condition/s that may affect exercise and/or Details								

If you ticked YES to any of the above, you may require medical clearance from your GP/Doctor and/or Allied Health Professional or Specialist before undertaking physical activity/exercise.

*Children must be at least 15 years old, with written permission provided by the parent and/or guardian and must be supervised at all times.

SCHEDULE – FEES AND CHARGES ASSOCIATED WITH MEMBERSHIP*

The following fees are payable by the Member to the Tattersall's Health and Wellness Centre:

FEES	AMOUNT OF FEE	WHEN PAYABLE
Administration Fee		The Administration Fee is payable by the Member if they validly terminate their Membership in accordance with clause 6.2(a) or 6.2(b) of this Membership Agreement.
Membership Fee		The Membership Fee is payable: <ol style="list-style-type: none">1. in respect of Tattersall's Club Members, to the Club each month and will be charged to their Club account on a pro rata basis; and2. in respect of Associate Members, to the Club each month and will be charged to their Credit or Debit Card3. fees are subject to increase on January 1 each year
Locker Fee	\$6	If, at the Member's request, the Health and Wellness Centre provides the Member with access to a locker at the Health and Wellness Centre, the Locker Fee is payable: <ol style="list-style-type: none">1. in respect of Tattersall's Club Members, to the Club each month and will be charged to their Club account on a pro rata basis; and2. in respect of Associate Members, to the Club each month and will be charged to their Credit or Debit Card3. fees are subject to increase on January 1 each year
Class Fee	\$10 - All Classes	Each Member is entitled to attend Classes that are provided at the Health and Wellness Centre. Each applicable Class Fee is payable by Members for each Class that they attend in addition to the Membership Fee. Class Fees are payable: <ol style="list-style-type: none">1. in respect of Tattersall's Club Members, to the Club each month and will be charged to their Club account in the following month (if applicable); and2. in respect of Associate Members, to the Club at the Health and Wellness Centre reception prior to attending the Class or monthly to their Credit or Debit Card3. fees are subject to increase on January 1 each year
Termination Fee	1 Month of Membership Fee	The Termination Fee is payable by the Member to the Club if they validly terminate their Membership in accordance with clause 6.2(c).

*The Club may, at its discretion change the Fees by giving written notice to the Member.

1. Commencement and Term

This Membership Agreement commences on the date it is signed by the last party to do so and is an ongoing agreement, which will, continue indefinitely on and from the expiry of the Initial Term unless it is validly terminated in accordance with clause 6.

Member's Initials:	Date:
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2. Definitions

2.1 In this Membership Agreement, unless the context requires otherwise:

"Administration Fee" means the Administration Fee set out in the Schedule.

"Associate Member" means a person who is nominated by a member of the Club to join the Health Centre.

"Class" means any fitness class offered at the Health Centre to Members. **"Club"** means Tattersalls Club ABN 74 070 760 440.

"Club Rules" means the Rules of the Club and Betting Rules for Tattersall's Club Brisbane (as amended from time to time) and any other rules or guidelines implemented by the Club from time to time.

"Fee" means each fee payable to the Club as set out in the Schedule (Page 2).

"Form" means page 2 of this Membership Agreement

"Guest" means a guest brought to the Health Centre by the member.

"Health Centre" means Tattersall's Club Health and Wellness Centre c/- the Club.

"Initial Term" means 1 year beginning on the date that this Membership Agreement is signed by the last party to do so.

"Member" means:

- (i) the applicant named in this Membership Agreement; or
- (ii) where the applicant is under 18 years of age, the applicant's parent(s) or guardian(s).

"Schedule" means the schedule to this Membership Agreement.

"Termination Fee" means the Termination Fee set out in the Schedule.

2.2 In this Membership Agreement, terms set out in the Schedule have the meaning set out in the Schedule.

3. Acknowledgement and Agreement

The Member acknowledges and agrees that:

- a) they have read and understood the terms and conditions set out in this Membership Agreement;
- b) they have been provided with a copy of this Membership Agreement;
- c) they will at all times when using the Tattersall's Health Centre observe and comply with the Club Rules;
- d) they voluntarily elect to engage in the services offered by the Health Centre;
- e) exercise is not without risk or danger and that they understand and accept each risk and danger voluntarily;
- f) at all times whilst on the Club or Health Centre premises, their property and person is at their own risk;
- g) they have disclosed all personal information which would be relevant to the Health Centre in determining their fitness to use the Health Centre;
- h) they do not suffer from, or have not suffered from in the past, any health condition which could result in injury or loss of life from using the Health Centre;
- i) they will not use the facilities if suffering from any illness, diseases, injury or condition that could be a risk to their personal and/or other members and/or Health Centre staff/s health and/or safety
- j) they are at least 15 years of age (parent/guardian written permission required, and must be supervised at all times);

- k) they will keep the Health Centre informed, by notice in writing, of any health conditions which could result in injury or loss of life from using the Health Centre;
- l) normal pool safety rules apply for the safety and convenience of all Members and Guests; the pool area is not supervised and use of the pool facilities is at their own risk; and
- m) they will follow all equipment and safety instructions in the Health Centre and if unsure of the correct use or operation of equipment will seek assistance from a Health Centre staff member; and will follow all reasonable direction/s of club staff relating to health and safety, security or related matters; and
- n) CCTV Cameras record all activity 24 hours, 7 days a week (except in change rooms) for security and safety purposes.

4. Membership

Membership entitles the Member to:

- (a) access to and use of the Health Centre during hours of operation as advised from time to time;
- (b) use of all Health Centre equipment, including the pool and the change room facilities; and
- (c) access to Group Fitness Classes in exchange for the payment of the applicable Class Fee.

5. Payment

In consideration of the Member having access to and using the Health Centre, the Member must pay each applicable Fee when due as set out in the Schedule.

6. Termination

6.1 Termination by Club

The Club may terminate this Membership Agreement at any time by notice in writing:

- (a) if the Member fails to pay the Fee; or
- (b) if the Member fails to comply with the Club Rules; or
- (c) for any other reason at the Club's sole discretion

6.2 Termination by Member

- (a) During Cooling Off Period – The Member may terminate this membership agreement within 21 days of commencement by giving written notification without consequence.
- (b) Permanent Sickness or Physical Incapacity: The Member may terminate this Membership Agreement due to permanent sickness or physical incapacity by giving written notice to the Health Centre together with a medical certificate, which states that they cannot use the Health Centre's facilities because of permanent sickness, or physical incapacity.
- (c) Other Termination: The Member may terminate this Membership Agreement for any other reason by giving written notice to the Health Centre and paying the Termination Fee.

6.3 Termination of Locker

In the event of Members cancelling ownership of their locker (either inclusive or independent of their Health and Wellness Centre Membership):

- (a) The Member will be asked to clear their locker of all personal belongings within 7 days, after which the lock will be changed.
- (b) If the locker has not been cleared within 7 days, the Health and Wellness Centre staff will do so and the belongings will be stored in lost property for no longer than 90 days. Members will be notified in writing of this occurrence. If the stored belongings are not collected within 90 days, the items will be deemed as not required and disposed of.
- (c) The Tattersalls Health and Wellness Centre takes no responsibility for lost or stolen items once ownership of the locker has been terminated.

7. Fee Refund

A refund of Fees will only be provided under this Membership Agreement in accordance with this clause and in no other circumstances. If the Membership Agreement is validly terminated in accordance with clause 6.2, the Health Centre must refund to the Member any Fees already paid to the Health Centre less:

- (a) any Fee/s for services which have already been used by, or provided to, the Member; and
- (b) the Termination Fee (if applicable); or
- (c) the Administration Fee (if applicable).

8. Dress Code Requirements

The following dress code requirements apply to the Member and all Guests (if applicable):

- (a) when using the gym, all persons must, at a minimum, wear closed in sports shoes and socks, clean shorts and a clean, non-offensive T-shirt or sports singlet;
- (b) when using the pool, all persons must wear appropriate swimwear in and around the pool area
- (c) a towel must be used at all times when using the Health Centre, including Steam Room and Sauna

9. Damage

If the Member or their Guest, willfully or through their negligence, damages the Health Centre, Health Centre property or another Health Centre member's property, the Member agrees to indemnify the Club for all costs, expenses, loss and damage suffered or incurred by it in respect of that negligent or willful act or omission.

Release and Indemnity

The Member agrees:

- (a) to the extent permitted by law, to release and indemnify the Club and each of its servants, agents and contractors from and against all claims, actions, or demands howsoever arising from or in connection with the Member's use of the Health Centre, this Membership Agreement and the Member's participation in services offered at the Health Centre, including personal training services.
- (b) to the extent permitted by law, that the Club and each of its servants, agents and contractors will not be liable for any accident, injury, death, damage or loss of any kind (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), to the Member, howsoever arising from or in connection with the Member's use of the Health Centre or this Membership Agreement regardless of whether that accident, injury, death, damage or loss is caused by any person's negligence (including the negligence of the Club or its servants, agents, contractors or another member) or otherwise.
- (c) that this indemnity and release continues forever even after the expiry of this Membership Agreement.

The Member agrees that the information provided by them in this Membership Agreement is true and correct and at they agree to each of the terms and conditions set out.

Member Sign:	Date:
Associate Member Sign:	Date:
Accepted on behalf of Tattersall's Club Sign:	Date:

EXERCISE HEALTH & SAFETY SCREENING

For your safety, please answer all questions honestly and accurately for health and fitness requirements.

					Risk Factors	Notes	
1	Age: Gender: Male Female				≥ 45yrs Males or ≥ 55yrs Females +1 risk factor		
2	Family history of heart disease (eg. stroke, heart attack)				If Male < 55yrs = +1 risk factor If Female <65yrs = +1 risk factor Maximum of 1 risk factor for this question		
	Relative	Age	Relative	Age			
	Father		Mother				
	Brother		Sister				
	Son		Daughter				
3	Do you smoke cigarettes on a daily or weekly basis or have you quit smoking in the past 6 months? Yes No If currently smoking, how many per day or week?				If yes, (smoke regularly or given up within the past 6 months) = +1 risk factor		
4	Describe your current physical activity/exercise levels:				If physical activity level < 150min/week = +1 risk factor If physical activity level ≥ 150min/week = -1 risk factor (vigorous physical activity/exercise weighted x 2)		
		Sedentary	Light	Moderate			Vigorous
	Frequency Sessions per week						
	Duration Minutes per week						
5	Please state your height (cm): weight (kg):				BMI= BMI ≥ 30kg/m ² = +1 risk factor		
6	Have you been told that you have high blood pressure? Yes No				If yes = +1 risk factor		
7	Have you been told that you have high cholesterol? Yes No				If yes = +1 risk factor		
8	Have you been told that you have high blood sugar? Yes No				If yes = +1 risk factor		
9	Have you spent time in hospital (including day admission) for any medical condition/illness/injury during the last 12 months? Yes No				If yes, provide details		
10	Are you currently taking a prescribed medication(s) for any medical condition(s)? Yes No				If yes, what is the medical condition(s)		
11	Are you pregnant or have you given birth within the last 12 months? Yes No				If yes, provide details. I am months pregnant or postnatal		
12	Do you have any muscle, bone or joint pain or soreness that is made worse by particular types of activity? Yes No				If yes, provide details		

≥ 2 Risk Factors
Moderate Risk Clients
Individuals at moderate risk may participate in aerobic physical activity/exercise at a light or moderate intensity

< 2 Risk Factors
Low Risk Clients
Individuals at low risk may participate in aerobic physical activity/exercise up to a vigorous or high intensity

Stage 2 Total Risk Factors =

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I _____ (Member Name) hereby confirm that I have been taken through my program and have been shown the equipment set up, facilities and emergency exits at the Tattersalls Health and Wellness Centre. I acknowledge that I engage in exercise at the Tattersalls Health and Wellness Centre at my own risk and am responsible for ensuring that I exercise in a safe and responsible manner.

I am aware of the standards expected of my obligations and me whilst in the Tattersall's Health and Wellness Centre. I understand that I must ask a Trainer for guidance if I am unsure of any activity/exercise. I have completed the EXERCISE HEALTH AND SAFETY SCREENING and understand the EXERCISE ADVICE given to me.

Sign:

Member Number:

Date:

Please contact the Gym on 3331 8877 if you require any further details on gym membership

215 Queen Street Brisbane Qld 4000 | GPO Box 124 Brisbane Qld 4001

TELEPHONE: 07 3331 8888 **FACSIMILE:** 07 3221 3913

EMAIL: administration@tattersallsclub.com **WEBSITE:** www.tattersallsclub.com.au

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