

# 18+ Terms & Conditions



## **Motueka Recreation Centre**

Conditions of Memberships – PLEASE READ PRIOR TO SIGNING

The Gym is accessible to the general public with the following conditions:

### **The Gym is an UNSUPERVISED FACILITY.**

#### **Competence**

As part of the membership application process, members are expected to take responsibility for their own actions. Whilst this does not negate any responsibility from Sport Tasman to provide a "Duty of Care", it is important to recognize personal choices and decisions of competent adults.

If you see any unsafe behavior you will notify a staff member.

#### **Appearance, all users must**

Wear suitable training clothes including shirt and enclosed shoes (no barefeet, crocs, jandals, etc.)

Use a towel at all times whilst training

#### **General Etiquette**

Language is appropriate at all times.

Members show courtesy to one another:

1. by un-stacking weights and returning equipment after use
2. Not occupying multiple pieces of training space/equipment
3. Limiting use of cardio equipment in peak hours to 30 minutes
4. Placing personal belongings in the areas provided

#### **It is recommended that members should not train alone.**

**The gym is for members only. Non-training friends/children are not permitted in the gym.**

**We have security cameras operating within the gym and throughout the Centre 24/7.**

In signing this membership application I accept all the terms and conditions as detailed in this application form and as displayed throughout the gym. I further accept that the terms and conditions may change from time to time. Fitness memberships cover gym access.

It is recommended that all new members engage the services of a Personal Trainer PRIOR to undertaking any exercise programme within the gym. I accept that in all cases where I do not consult my physician, GP or personal trainer that I do so at my own risk and understand that potential injury, serious injury, emotional harm or death may occur, as a result of not seeking professional advice or instruction.

### **Drug and Alcohol Policy**

The Motueka Recreation Centre is committed to providing a safe and healthy environment for all members and staff. The use or possession of illegal drugs or the misuse of prescription medication on the premises is strictly prohibited.

Members and guests are prohibited from using the gym facilities while under the influence of alcohol or other substances that may impair their judgment, coordination, or behavior.

Violation of this policy may result in immediate suspension of membership or removal from the premises.

### **Opening Hours**

These do change on a seasonal basis but the minimum hours of opening excluding statutory holidays are Monday to Fridays 9am - 8.30pm and Weekends 9.30am – 4pm. The Centre will be closed for all public holidays and may be closed for up to 10 days over Christmas / New Year. During these closure times members will still have access to the gym with their active membership.

Any member over the age of 16 years may apply for 24 hour, 7 day a week access to the facility.

### **24-HOUR ACCESS**

The Motueka Recreation Centre Manager reserves the right to issue or decline after-hours access to any member at their sole discretion without reason.

They reserve the right to revoke any person(s) ability to access the building outside its' normal hours without reason or consultation.

Membership of any part of the facility does not entitle any person to the automatic right to access the building outside the Centre's normal operating hours.

By signing this application there is no promise by the Centre to grant such access or once granted continue to provide such access.

I accept that it is recommended that I DO NOT train alone and if I do so, I do so at my sole risk and against the advice of Sport Tasman and therefore waive and release the Motueka Recreation Centre, Managers, (referred to as Sport Tasman), and the Building Owners, (referred to as the Tasman District Council) from all liability of any nature, including but not limited to personal injury through overuse or incorrect use of any equipment or for any accident that may happen in the absence of any staff.

24 hour access may be withdrawn or limited at any time without any prior warning or reason.

I understand that as a member with 24 hour access:

- 1.I must abide by the rules of the gym.
- 2.I acknowledge that the access is issued for my sole use and I may not lend it to any other person, member or non-member without the prior approval of the Facility Manager.
- 3.I may not provide access to any other person unless prior approval from the Facility Manager has been granted.
- 4.I understand that if my gym membership expires my access will become inactive regardless of whether the full period of the 24hr access portion was utilized.
- 5.I accept liability for the use of the access tag issued to me and agree to notify the Facility Manager immediately if I have reason to believe that my tag has been lost or stolen.
- 6.I will ensure that the doors are always locked both upon entry and exit of the building regardless of whether such doors were open or locked upon arrival or exit and that if I am last to leave I will turn the lights off.
- 7.I will swipe in using my tag at EACH entry to the gym
- 8.If the fire alarm goes off please leave the building and assemble across the bridge on the park. Our alarm is connected to the Fire Brigade and the Manager is instantly notified.

### **Fees**

All fees are payable in advance and are as published.

No refunds are given on any unused gym membership, however, memberships can be put on hold where a member is absent through sickness or travel for any length of time by PRIOR ARRANGEMENT. Similarly, a membership can be transferred to another person.

### **Acceptance of terms and conditions**

I declare that by signing this form and applying for membership at the Motueka Recreation Centre that I have read, understand and accept the conditions as outlined within this application and understand that not complying with these conditions could result in the immediate termination of my membership.

I further disclose that I have been provided with an induction/orientation which has included rules of the gym, entry/exit to the facility, and emergency procedures including what to specifically do in the case of a fire alarm activation or earthquake.

In applying for access to the Motueka Recreation Gym I acknowledge that I have been advised to seek prior medical advice and to consult with the Centre's Personal Trainer before commencing any exercise within the Centre and as such hereby waive and release the Motueka Recreation Centre, Managers, (referred to as Sport Tasman). and the Building

Owners, (referred to as the Tasman District Council) from all liability of any nature, including but not limited to personal injury through overuse or incorrect use of any equipment or for any damage or theft of any personal property brought into the Centre.

We reserve the right to revoke your membership immediately and without prior notice at our sole discretion for any of the following reasons:

- Violation of Gym Rules: Any breach of the established Gym rules and regulations, which are available on request.
- Aggressive Behavior: This includes any behavior that is threatening, intimidating, or violent towards staff or other members.
- Harassment: This includes any unwelcome sexual advances, lewd remarks, or any other behavior that creates a hostile or offensive environment for staff or other members.

In the event of membership revocation under this clause, you will not be entitled to a refund of any unused membership fees.

I have read and understand the conditions of use and acknowledge that the 24 hour access is issued with a high degree of trust. If for any reason this trust is breached then I accept that my gym membership and 24 hour access will be revoked immediately and without any form of refund or compensation.

In signing this form I also agree to the information being collected in regards to my personal background that may affect my eligibility to hold 24 hour access, in particular, but not limited to any criminal conviction for dishonesty.

I hereby give my consent that such inquiries can be made and any relevant information collected and stored.

Your contact details will be added to Sport Tasman's database of clients and you may receive regular newsletters and special offers from us in the future. If you wish to be removed from this list please reply requesting removal.