



## CrossFit Moreland Waiver and Terms

### AGREEMENT, WAIVER & RELEASE OF LIABILITY

In consideration of CrossFit Moreland ("CFM") allowing me to participate in any and all training and related activities ("activities"), I acknowledge, understand and am aware that:

1. I have voluntarily chosen to participate in such activities provided by CrossFit Moreland
2. There are inherent risks in all aspects of the activities.
3. I have been fully informed of the possible strenuous nature of the activities and the potential for undesirable physiological results including, but not limited to, abnormal blood pressure, muscle soreness, fainting, heart attack and/or death.
4. **Activities may involve weight lifting, gymnastic movements, strenuous body weight exercises** and other high exertion activities which I am not obligated to perform nor participate in any activity that I do not wish to do, and it is my right to refuse such participation at any time during my training sessions.
5. **Should I feel light-headed, faint, dizzy, nauseated**, or experience pain or discomfort, I am to stop the activity immediately and inform my coach. I give CFM and all coaches and other working at CFM permission to seek emergency medical services for me should I become injured or ill, with the understanding that I am responsible for any expenses incurred.
6. **If I have answered "yes"** to any of the medical queries, I have provided complete details so that CFM may be properly appraised on my health and my medical practitioner/s have advised me that I may safely participate in the activities.

I agree and do hereby:

7. **Waive any and all claims** that I have or may have in the future against CFM, and any of the respective directors, officers, employees, agents, volunteers and contractors (all of whom are hereafter collectively referred to as "the releases") arising out of participation in the activities.

8. **Release the releases** from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of participation in the activities provided by the releases due to any cause whatsoever including negligence, breach of contract or breach of statutory or other duty of care and in addition, HOLD HARMLESS AND INDEMNIFY THE RELEASES for or in respect of any and all loss, damage, injury or expense suffered by me or any person may suffer claiming through me as a result of my participation in the activities.
9. **HOLD HARMLESS AND INDEMNIFY THE RELEASES** from any and all liability for any damage to the property of or personal injury to any third party, resulting from my participation in any activity provided by The Releases.
10. Accept that this agreement shall be binding on me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that it may be severed and the remainder shall remain of full legal force and effect. If I am entering this agreement on behalf of a minor, I also give full permission for any person being or connected with the releases to administer any first aid deemed necessary, and in case of serious illness or injury, I give permission for them to call for medical and or surgical care for the minor and to transport the minor to a medical facility deemed necessary for their well

being; and

11. **Use of picture(s)/film/likeness:** allow the releases to use picture(s), film and/or likeness of me for

advertising purposes. In the event I choose not to allow the use of the same said purpose. I agree that I must

inform them verbally or in writing.

12. **Nutrition Services:** all sessions (30min, 60min and the 6 week challenge) must be used within a 6 month

time period after purchase. Not redeemable for any other service at CrossFit Moreland.

13. **6 Week/28 day Challenge participants** - at the end of the challenge, I understand that my membership will

automatically go onto the UNLIMITED - NO CONTRACT (increased pricing) unless otherwise indicated/emailed to Tracey on [info@crossfitmoreland.com.au](mailto:info@crossfitmoreland.com.au)

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS INFORMED CONSENT FORM I AM WAIVING CERTAIN LEGAL RIGHTS (INCLUDING THE RIGHT TO SUE) WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASES. I HAVE HAD AMPLE OPPORTUNITY TO HAVE ANY QUESTIONS REGARDING THIS AGREEMENT, ANSWERED TO MY FULL SATISFACTION AND OPPORTUNITY TO REFLECT, CONSIDER AND OBTAIN INDEPENDENT ADVICE REGARDING MY ENTRY INTO IT. I NOW DO SO OF MY OWN FREE WILL.

Waiver signed: **25th August 2023 Terms and Conditions Text**

# **CROSSFIT MORELAND TERMS & CONDITIONS**

## **CrossFit Unlimited Memberships (6 Month and Month to Month)**

The CrossFit Unlimited Membership 6( Month Contract) is a 6 month minimum agreement charged fortnightly that is automatically renewed unless cancelled by the customer.

The CrossFit Unlimited Membership (Month to Month) is a 1 month minimum agreement charged fortnightly that is automatically renewed unless cancelled by the customer.

All payments are charged in advance and are non-refundable.

In exceptional circumstances. CrossFit Moreland may waive the 6 month minimum agreement. In this case the cost difference between the 6 month contract and the month to month agreement up to the date of cancellation will be charged.

## **CrossFit 3x Weekly Memberships (6 Month)**

The CrossFit x3 Weekly Membership6( Month Contract) is valid for any 3 classes within a 7 day period from the date of purchase, is a 6 month minimum agreement charged fortnightly that is automatically renewed unless cancelled by the customer.

All payments are charged in advance and are non-refundable.

## **CrossFit 10 Class Pass**

The CrossFit 10 Class Pass is valid for any 10 classes within a 12 week from the date of purchase, charged on purchase that **automatically renew** unless cancelled by the customer.

All payments are charged in advance and are non-refundable.

The CrossFit 10 Class Pass cannot be used for Private Coaching Sessions.

## **CrossFit 1 Week Unlimited**

The CrossFit 1 Week Unlimited is valid for any classes within a 7 day period from the date of purchase, charged on purchase that does not automatically renew.

All payments are charged in advance and are non-refundable.

The CrossFit 1 Week Unlimited cannot be used for Private Coaching Sessions.

## **CrossFit Drop-In Session**

The CrossFit Drop-In is valid for any 1 class within a 7 day period from the date of purchase, charged on purchase that does not automatically renew.

All payments are charged in advance and are non-refundable.

The CrossFit Drop-In cannot be used for Private Coaching Sessions.

## **Private Coaching Sessions**

Purchases of a single Private Coaching Session must be used within **1 month** of the purchase date.

No refunds on unused sessions will be given.

All payments are charged in advance and are non-refundable.

Bookings are required and a 24 hour notice of cancellation policy applies or the full session fee is charged

## **CrossFit Challenges (6 weeks, 28 days, etc)**

Please allow 14 days notice for cancellations. If you wish to cancel your payments for a challenge (for any reason) you can do so by contacting us: [info@crossfitmoreland.com.au](mailto:info@crossfitmoreland.com.au)

All payments are charged in advance and are non-refundable.

After the Challenge is complete - all memberships will then automatically be updated to the UNLIMITED CROSSFIT (month to month, no contract) membership unless prior notice is given via email to: [info@crossfitmoreland.com.au](mailto:info@crossfitmoreland.com.au). For pricing on this please refer our website: [crossfitmoreland.com.au](http://crossfitmoreland.com.au)

## **14 Day Trial CROSSFIT**

All payments are charged in advance and are non-refundable.

## **Membership Suspensions and Cancellations**

Suspensions can be made for a **maximum of 2 weeks** out of any 6 months time period on only the CrossFit Unlimited Membership (6 Month Contract) and CrossFit 3x Weekly Membership (6 Month Contract). No other memberships can be suspended.

Cancellations of a customer's membership can only be done after the minimum agreement of their respective plan has been completed.

Suspensions or cancellations must be submitted with at least 2 weeks notice prior to the date of requested Suspension or Cancellation.

All Suspensions and cancellations must be emailed to [tracey@crossfitmoreland.com.au](mailto:tracey@crossfitmoreland.com.au)

Considerations will be discussed for injury/illness

## **Class Reservations and Cancellations**

All customers are required to reserve their place for a class via the online booking system (Gym Mate) at least 1 hour before the start of the class.

Customers must have valid membership for the type of class they are reserving.

Cancellations of customers' reservations for a class must be done by 8:30pm the night before for all morning classes and 2 hours before for all afternoon classes.

If a customer cancels their reservation later than these times, a "late cancellation" fee may be charged or a session pass may be forfeited depending on the customer's membership.

Customers acknowledge that sometimes class numbers may be capped for safety reasons and a reservation may not be available.