

# ACCESS REGISTRATION FORM

## CONTACT INFORMATION

TITLE                      FIRST NAME                      SURNAME

DOB                      EMAIL

ADDRESS

SUBURB                      MOBILE PHONE

EMERGENCY CONTACT                      CONTACT NUMBER

\$20 | JOINING FEE

### NON MEMBER

\$599 | 12 MONTH PREPAYMENT

\$59.95 | 12 MONTH DIRECT DEBIT  
(TOTAL COST \$719.40)

\$79.95 | NO LOCK IN DIRECT DEBIT  
(TOTAL COST OVER 12 MONTHS \$959.40)

\$360 | 6 MONTH PREPAYMENT

\$200 | 3 MONTH PREPAYMENT

### RACV CLUB MEMBER MEMBERSHIP NUMBER

\$499 | 12 MONTH PREPAYMENT

\$49.95 | 12 MONTH DIRECT DEBIT  
(TOTAL COST \$599.40)

## DECLARATION

**Ability to participate:** I declare that I am medically and physically fit and able to participate in any recreational activity. I will immediately notify RACV in writing of any change to my fitness and ability to participate. I understand and accept that RACV will continue to rely upon this declaration as evidence of my fitness and ability to participate.

**Consent to medical treatment:** If required, RACV will arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by RACV where my further consent cannot be obtained and agree to meet all costs associated with such action.

**I have read and understood the terms and conditions on the reverse of the form and agree to abide by them.**

**I agree to being kept up to date on the latest RACV product offers, benefits and services.**

*RACV would like to access the information you provide to send you the latest RACV product offers, benefits and services. The RACV Privacy Charter explains how we collect, handle and safeguard your personal information. You can get a copy from any RACV shop or at [www.racv.com.au/privacy](http://www.racv.com.au/privacy)*

SIGNATURE

DATE

FITNESS CENTRE  
REPRESENTATIVE

DATE

#### PRIVACY STATEMENT

RACV is subject to the provisions of the Privacy Act 1988. The personal information provided by you on this application will be used to process your membership application. In order to verify your personal information you may be required to provide proof of identification, such as a drivers licence, senior's card etc. You have the right to access and correct any of your personal information that RACV holds on you by contacting RACV on 13 RACV (13 72 28). RACV does not disclose your personal information to any other organisation or person unless there is a legal requirement to do so. RACV may disclose your information to third parties that provide services to the RACV, such as mail houses. These contracts require the third party to keep your personal information confidential and secure.

## ONE LIFESTYLE TERMS & CONDITIONS

### 1. Membership and Access

- One Lifestyle offers a range of membership options with maximum term of 12 months.
- Termination or suspension of your One Lifestyle membership is available for medical reasons only, with the supply of a written notice and medical certificate.
- Access to facilities is at the discretion of RACV. One Lifestyle members must use their One Lifestyle access card on each visit to One Lifestyle in order to gain access to the non staffed facility.
- Access rights are personal to One Lifestyle members and cannot be transferred or assigned to any other person. A One Lifestyle member must not lend to another person or permit another person to use their access card to gain access to the facilities.
- Membership will be renewed on the member's individual renewal date, unless RACV receives instructions to cancel the membership.
- One Lifestyle membership includes access to One Lifestyle and use of its facilities during opening hours.
- Upon joining it is required that you participate in an orientation. The orientation focuses on the safe and correct use of the equipment of One Lifestyle.
- One Lifestyle may suspend or terminate this agreement in the event of unsatisfactory completion of the orientation program.
- A \$20 fee will be charged to replace a lost or stolen One Lifestyle access card.
- A \$20 joining fee will be applied at time of joining.

### 2. Payment Details

- You can pay via prepayment or monthly direct debit. An additional charge is incurred if you pay monthly.
- The subscription fee must be paid in full (except direct debit) at the time of registration before access is granted. If paying monthly, the first payment must be made in full (pro rata) at time of registration before access is granted.
- Lump sum payment of One Lifestyle subscription fees can be made by cash or credit card.
- Monthly payment of One Lifestyle annual subscription fees can only be made by cash or credit card.
- There are no refunds available on One Lifestyle membership except for permanent sickness or physical incapacity. Failure to use One Lifestyle does not relieve you of any liability for payment nor does it entitle you to a refund.
- If you cancel your membership because of permanent sickness or physical incapacity you will be refunded the remainder of your membership fee on a pro-rata basis, less a \$30 administration fee.
- One Lifestyle members paying by monthly direct debit must pay the remainder of the annual subscription owing if they terminate their membership prior to completing the 12 month subscription period.
- One Lifestyle members paying by direct debit must give at least 14 days notice prior to their next scheduled direct debit payment date if they wish to terminate their One Lifestyle membership at the end of their membership period.
- RACV reserves the right to alter any One Lifestyle fee at any time in line with standard economic indicators.
- Notification of any price increase will be made on notice boards and bulletins at least one month in advance of any payment increases or changes in the terms and conditions of access.
- Members on a no lock in contract can cancel their membership at any time at no cost. RACV will not issue pro-rate refund for any remaining days on the membership period.
- Membership is subject to a 10 day cooling off period. The cooling off period starts from the date the agreement is entered into ("commencement date") and ends 10 days later and may be terminated under the following conditions:
  - A written request to terminate the membership must be made within 10 days of signing the access registration agreement;
  - All monies paid will be refunded with the exception of the lesser of (a) \$30 or (b) 10% of the total membership fee; and
  - RACV may request an additional payment to recover the costs in relation to any fitness services provided to you within the cooling off period.

### 3. Health and Safety

- By signing this document you give permission for One Lifestyle staff to seek medical assistance in an emergency if required.
- If you have not previously been exercising on a regular basis, it is recommended that you visit your doctor prior to commencing a regular exercise program.
- A personal details form must be completed before using One Lifestyle. Clearance may be required from a doctor before commencing any program within the gym. All relevant injuries or illnesses should be declared in the questionnaire.
- Please inform One Lifestyle staff of any medical changes that may occur while you are a user of One Lifestyle facilities.
- RACV reserves the right to refuse use of the facilities at any time should it be concerned about a member's state of physical health.
- For security purposes RACV uses video surveillance equipment to monitor the facilities on a 24 hour basis. By signing this agreement you acknowledge that by accessing facilities within RACV Royal Pines Resort you will be subject to video surveillance and recording. There is no video surveillance within One Lifestyle's bathrooms or change rooms.
- For your safety, please follow all operating and safety instructions on the equipment.
- Fully enclosed, clean sports shoes must be worn during workouts for safety reasons. Members and guests are required to be appropriately dressed at all times, i.e. a singlet or shirt must be worn. Clothing must be clean and tidy with no offensive prints or designs for the consideration of other members and guests.

### 4. Guests

- Members and RACV Royal Pines Resort guests are required to use One Lifestyle's facilities in a proper and reasonable manner. RACV reserves the right to require any member or resort guest to make good or indemnify RACV against any damage to facilities or other persons caused by the negligence or wrongful act of such member or guest.
- Please note that children under the age of 16 years of age cannot use the gymnasium. All other facility rules as posted in One Lifestyle must be followed.
- Under no circumstances can property of One Lifestyle be removed from the facility.

## ONE LIFESTYLE TERMS & CONDITIONS CONT.

### 5. Liability

- RACV accepts no liability for any damage, loss, illness or injury resulting from the use of One Lifestyle facilities by members or guests howsoever that may have been caused, save for death or personal injury caused by its own negligence.
- RACV accepts no liability for any illness or injury resulting from over-exertion, aggravation or repetition of any medical condition caused by the use of One Lifestyle's facilities.
- All persons use the un staffed facility on the express understanding that it is at their own risk and members and guests are strongly advised to seek medical advice before they begin exercising at One Lifestyle.

### 6. Termination

RACV reserves the right to terminate your One Lifestyle membership immediately or to refuse any application or renewal of One Lifestyle membership without warning if a member has engaged in risky or inappropriate behaviour such as:

- Threatening or harassing other users;
- Misusing or lending a membership card;
- Vandalism or deliberate damage to RACV property;
- Non-adherence to RACV By-laws and One Lifestyle etiquette;
- Refusal to comply with the instructions of staff in relation to policy, procedures or safety; or
- Inappropriate behaviour towards members of staff.

RACV may without notice terminate a member's One Lifestyle membership, or refuse entry if a member is in breach of any of these terms and conditions. Inappropriate behaviour could result in a member being called before the RACV Club and Resorts Committee to explain their behaviour.

### 7. Waiver, Release and Indemnity

- You acknowledge that there are dangers and risks inherent with participating in activities at One Lifestyle (including, but not limited to any activity that is performed within the One Lifestyle fitness centre and any specialised classes, courses and workshops that are conducted within or external to One Lifestyle) (the "Activity") to which you may be exposed by accessing One Lifestyle.
- You agree that you are participating in the Activity at your own risk and you voluntarily assume responsibility for any injury, death or property damage you may suffer as a result of your participation in the Activity.
- To the maximum extent possible at law, you agree to release, hold harmless and indemnify RACV against all actions, claims, suits, costs, expenses, demands and damages suffered or incurred by RACV by reason of or in respect of or in any manner whatsoever arising out of or caused by your use of One Lifestyle facilities or participation in the Activity.
- You agree that you are using One Lifestyle facilities on the express condition that RACV:
  - will, under no circumstances be liable or responsible in any manner whatsoever for any death, loss, accident, damage or injury to you or any of your visitor or invitee or any other person whatsoever ("Related Party") which may happen as a result of your use of One Lifestyle facilities; and
  - will not incur or be under any liability whatsoever to you or to any Related Party for any loss, damage or injury to or in respect of any of your property or of any Related Party's property, except as occasioned by the gross negligence, acts or omissions of RACV or its servants, agents, contractors, visitors or invitees.

RACV is not liable to you in respect of any indirect or consequential loss. For the avoidance of doubt, 'consequential loss' means loss or damage arising from a breach of contract, tort (including negligence), under statute or any other basis in law or equity including, but without limitation, loss of profits, loss of revenue, loss or denial of opportunity, loss of goodwill, loss of business reputation, future reputation or publicity, damage to credit rating and indirect, remote, abnormal or unforeseeable loss, or any similar loss whether or not in the reasonable contemplation of the parties.