


# MEMBER DETAILS

Member Name and Surname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ID number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gender: M: \_\_\_\_\_\_\_\_ F: \_\_\_\_\_\_\_\_\_ Cell Nr: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physical Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency contact person Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency contact no: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# TYPE OF MEMBERSHIP:

# *(PLEASE TICK THE PREFERRED MEMBERSHIP)*

**SPINNING MEMBERSHIPS:**

Spin Affiliation Fee N$300 (once off payment)

Once-off spin class N$200

5x spinning per week @ N$80 p/s N$1600 p/m

4x spinning per week @ N$85 p/s N$1360 p/m

3x spinning per week @ N$100 p/s N$1200 p/m

2x spinning per week @ N$112 p/s N$900 p/m

1x spinning per week @ N$150 p/s N$600 p/m

10x sessions for 12 months N$1800 (once off payment)

*[Top up sessions - N$80/ 85/ 100/ 112/ 150/ 180, according to package]*

**FUNCTIONAL FITNESS MEMEBERSHIP:**

Membership affiliation fee N$100 (included in package)

Once-off session N$100

4x session per week @ N$ 50 p/s N$840.00 p/m

3x session per week @ N$ 60 p/s N$740.00 p/m

2x session per week @ N$ 75 p/s N$ 600.00 p/m

*[Top up sessions - N$50/ 60/ 75, according to package]*

# SPIN AND FUNCTIONAL MEMBERSHIP

1x Spin and 2x Functional per week N$1000 p/m

2x Spin and 2x Functional per week N$1200 p/m

3x Spin and 2x Functional per week N$1500 p/m

# TEENS TRAINING MEMBERSHIP

 2x session per week N$800 p/m

 1x session per week N$500 p/m

# LEMA GYM BANKING DETAILS

Nedbank

Branch: 461 617

Account: 11 9903 870 46

Please send PoP to gym@mr-african.com

**SCHEDULE:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **MONDAY** | **TUESDAY** | **WEDNESDAY** | **THURSDAY** | **FRIDAY** |
| **SPINNING*** 10h30
* 17h30
 | **SPINNING*** 05h30
* 07h30
* 10h30
* 17h30
 | **SPINNING*** 05h30
* 07h30
* 10h30
* 17h30
 | **SPINNING*** 05h30
* 07h30
* 10h30
* 17h30
 | **SPINNING*** 05h30
* 07h30
 |
| **FUNCTIONAL****FITNESS*** 06h00
* 07h30
* 09h30
 | **FUNCTIONAL****FITNESS*** 06h00
* 07h30
* 09h30
 | **FUNCTIONAL****FITNESS*** 06h00
* 07h30
* 09h30
 | **FUNCTIONAL****FITNESS*** 06h00
* 07h30
* 09h30
 | **FUNCTIONAL****FITNESS*** 06h00
* 07h30
* 09h30
 |
|  | **TEENS****TRAINING**14h30 – 16h00 | **TEENS****TRAINING**14h30 – 16h00 |  |  |

# Terms and Conditions

**GENERAL:** Member has joined LEMA Gym location designated at the top of this Agreement. The hours of operation will be set by LEMA Gym and may be changed at any time in its sole discretion. LEMA Gym is not required to continue any particular programs, facilities, services or equipment as part of its contractual obligations and may discontinue, change or modify the same in its sole and absolute discretion. LEMA Gym expressly reserves the right to add, eliminate, or alter any program, equipment, furniture or fixture when deemed necessary or desirable in its sole discretion.

**RULES AND REGULATIONS:** Member acknowledges and accepts the existence of and the need for rules and regulations governing use of LEMA Gym’s equipment and facilities and participation in programs and services (the “Rules and

Regulations”). Member agrees to adhere to and comply with the Rules and Regulations as presently in effect and as hereafter modified, amended or supplemented. LEMA Gym reserves the right to modify, amend or supplement the Rules and Regulations from time to time in its sole discretion. LEMA Gym may cancel Member’s membership and terminate this Agreement at any time for breach of the Rules and Regulations or generally undesirable behaviour, as determined by LEMA Gym in its sole discretion, and Member, as applicable, will not be entitled to a refund of any portion of initiation fees or dues paid to the date of cancellation.

**LIABILITY FOR PERSONAL PROPERTY:** LEMA Gym shall not be liable to Member or any of Member’s guests or invitees for any personal property that is damaged, lost or stolen while on or around LEMA Gym’s premises including, but not limited to, a vehicle or its contents or any property left in a locker. Member shall be liable to LEMA Gym for any damage to LEMA Gym’s facilities and any equipment, furniture or fixture located thereon caused by Member or any of Member’s guests or invitees.

**HEALTH REPRESENTATIONS AND AGREEMENTS:** Member represents and warrants to LEMA Gym that Member is in good physical condition and has no medical reason or impairment that could prevent Member from his or her intended use of LEMA Gym’s facilities. Member acknowledges that LEMA Gym has not given Member any medical advice before Member joined LEMA Gym and cannot give Member any such advice after Member joins LEMA Gym, whether related to Member’s physical condition and ability to use the facilities and services of LEMA Gym or otherwise. Member acknowledges and agrees that Member will discuss any health or medical concerns with Member’s physician or other health professional prior to and while using LEMA Gym’s facilities.

**WAIVER OF LIABILITY:**

**MEMBER ACKNOWLEDGES THAT THE USE OF LEMA GYM’S FACILITIES (AND ANY ACTIVITIES CONDUCTED**

**OUTSIDE THE FOUR WALLS OF THE GYM, INCLUDING BUT NOT LIMITED TO PARKING LOTS AND OTHER AREAS**

**NEAR THE GYM), EQUIPMENT, MERCHANDISE, SERVICES AND PROGRAMS INVOLVES AN INHERENT RISK OF**

**PERSONAL INJURY TO MEMBER AND MEMBER’S GUESTS AND INVITEES. MEMBER VOLUNTARILY AGREES TO**

**ASSUME ALL RISKS OF PERSONAL INJURY TO MEMBER, MEMBER’S SPOUSE, CHILDREN, UNBORN CHILDREN,**

**OTHER FAMILY MEMBERS, GUESTS OR INVITEES AND WAIVES ANY AND ALL CLAIMS OR ACTIONS THAT MEMBER**

**MAY HAVE AGAINST LEMA GYM, ANY OF ITS PARENTS, SUBSIDIARIES OR OTHER AFFILIATES AND ANY OF THEIR**

**RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FOR ANY SUCH**

**PERSONAL INJURY (AND NO SUCH PERSON OR ENTITY SHALL BE LIABLE TO MEMBER, MEMBER’S SPOUSE,**

**CHILDREN, UNBORN CHILDREN, OTHER FAMILY MEMBERS, GUESTS OR INVITEES FOR ANY SUCH PERSONAL**

**INJURY), INCLUDING, WITHOUT LIMITATION: (I) INJURIES ARISING FROM USE OF ANY EXERCISE EQUIPMENT,**

**MACHINES; (II) INJURIES ARISING FROM PARTICIPATION IN SUPERVISED OR UNSUPERVISED ACTIVITIES AND**

**PROGRAMS IN EXERCISE ROOMS, SWIMMING POOLS, OR OTHER AREAS OF ANY LEMA GYM, (III) INJURIES**

**ARISING FROM LEMA GYM’S NEGLIGENCE, WHETHER DIRECT OR INDIRECT; (IV) INJURIES, DISEASE, INFECTION**

**OR MEDICAL DISORDERS RESULTING FROM EXERCISING AT LEMA GYM, INCLUDING HEART ATTACKS, STROKES,**

**HEAT STRESS, SPRAINS, BROKEN BONES AND TORN OR DAMAGED MUSCLES, LIGAMENTS OR TENDONS; AND (V)**

**ACCIDENTAL INJURIES WITHIN ANY LEMA GYM FACILITIES, INCLUDING SHOWERS AND DRESSING ROOMS. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND MEMBER’S MEMBERSHIP.**

**ASSUMPTION OF RISK AND INDEMNIFICATION:**

Member acknowledges that (i) LEMA Gym does not manufacture any of the fitness or other equipment at its facilities and (ii) LEMA Gym does not manufacture any vitamins, food products, sports drinks, nutritional supplements or other products sold at its facilities; accordingly, neither LEMA Gym nor any of its parents, subsidiaries or affiliates nor any of their respective officers, directors, employees agents, successors or assigns shall be held liable for any such defective equipment or products. Member shall indemnify LEMA Gym, its parents, subsidiaries and other affiliates and each of their respective officers, directors, employees, agents, successors and assigns (an “Indemnified Party”) and save and hold each of them harmless against and pay on behalf of or reimburse any such Indemnified Party as and when incurred for any losses (including attorneys’ fees) which such indemnified party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of any claim that is the subject of the waiver set forth above. The provisions of this paragraph shall survive the termination of this Agreement and Member’s membership.

**CANCELLATIONS:**

Please note that a two month notice period is applicable in order to cancel your membership (Spinning or Gym). Unused classes (applies to all packages) within a month are not transferable to another person and will expire automatically at the end of each month. You may freeze your membership at 50% of your normal package cost. You are allowed to freeze an entire month of your membership at a maximum of three months per year.

**PAYMENTS:**

Monthly membership payments need to be paid by the latest 5th of each month. Failure to pay will result in Octiv booking system to automatically suspend your membership until payment is received.

**Do not sign this Agreement until you have read it in its entirety, including all pages.**

The terms on this page and the following pages are a part of this Agreement. Member is entitled to a completely filled-in copy of this Agreement. By signing this Agreement, Member acknowledges that (A) This Agreement will become legally binding upon its acceptance by LEMA Gym, and (B) LEMA Gym makes no representations or warranties to Member, either expressed or implied, except to the extent expressly set forth in this Agreement. This Agreement, which incorporates the terms of the Company Contract, constitutes the entire agreement between the Member and LEMA Gym with respect to the subject matter hereof and supersedes any and all prior agreements, written or oral, with respect to such subject matter.

Member name (PRINT): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Member signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

**Legal Guardian:** Any Member who is under the age of 18 must have a parent or legal guardian (“Legal Guardian”) co-sign this Agreement. Legal Guardian shall be jointly and severally liable for any and all obligations of such Member hereunder and shall be bound by all terms and conditions of this Agreement.

Legal Guardian’s Name (PRINT): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Guardian’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_