

TERMS AND CONDITIONS

Our membership terms and conditions have been established to ensure our members are aware of their rights and responsibilities as a member of our facility. On acceptance by Edit Hybrid Fitness of this agreement you will be referred to as the "member" and have the usage rights and obligations as detailed below.

1. MEMBERSHIP ACCESS

Membership commences on the date stated on the agreement form. Membership allows unlimited access to Edit Hybrid Fitness group classes for the "Pit" members during operating hours. Members enrolled in Off Peak program are restricted to use the facility between 9AM and 5.30PM Monday to Friday and all day Saturday and Sunday during operating hours. Membership is personal to the "member" and the membership cannot be assigned or transferred to another person unless authorised by Edit Hybrid Fitness.

2. MEMBERSHIP TERMS

The member will choose one of the membership contracts offered by Edit Hybrid Fitness. Currently, there are four options, being month to month, 3 month, 6 month and 12 month membership. Different rates apply for each membership option. The member agrees to pay to Edit Hybrid Fitness the fees applicable to the membership selected. Payment cycles are monthly. Pre-payment for the term is also available. Fees and prices are disclosed on our fees schedule provided separately.

3. COOLING OFF

For contract terms of 3 months or more there is a cooling off period of seven (7) days only for the first enrollment. Unless you advise us of your intention to terminate the contract prior to 5pm of the seventh day of the term, your contract and all rights and obligations therein will continue. There is no cooling off period for successive enrollments

4. MEMBERSHIP CANCELLATION

Edit Hybrid Fitness reserves the right to cancel this membership agreement at its discretion. The member may cancel their membership by giving Edit Hybrid Fitness management a minimum of 30 days notice in writing. A member may only terminate before the fixed term due to medical reasons such as serious illness, physical disability which will require a doctors certificate or other extenuating circumstances as deemed sufficient by Edit Hybrid Fitness management, this includes pre paid memberships. Documentation will be required to support these claims. A Membership cancellation fee of Rs 1000 will be levied in addition to actual facility usage charges before any refund is made.

5. MEMBERSHIP SUSPENSION

A member may suspend their membership a maximum of twice per calendar year of their membership. A minimum of 14 days' written notice prior to the affected payment must be given and all suspensions must be a minimum of 7 days and maximum of 28 days. A fee of Rs 500 per two weeks is charged for all suspensions. Please note, membership cancellation or suspension will not be authorised if membership payments are outstanding.

6. MEMBERS' RESPONSIBILITIES

The member will ensure they complete a Edit Hybrid Fitness waiver form to hand to the coach on duty (or online) before commencing their first session. The member agrees to provide an accurate health and fitness profile prior and during engagement in an exercise program with Edit Hybrid Fitness. The member is aware that photography and videography may occur during sessions and gives permission for this to be used for marketing purposes that may include but not be limited to, posting on social media, flyers, newsletters and the company website.

7. CANCELLATION OF PERSONAL TRAINING

Cancellations of personal training sessions, drop in sessions and any other bookings made where payment must be made in advance must be made 24 hours before the session start time. You will be charged the full amount of the session or the lose the session if you have pre paid if you cancel within 24 hours.

8. OPERATIONAL & FACILITY

Edit Hybrid Fitness reserves the right to vary, add or eliminate from time to time the open hours or Scheduled Hours of any of our facilities, classes or services. Please check all timetables and member information for changes. You agree and accept that a particular facility or service may not be available for participation due to a prior booking, mechanical breakdown, fire, loss of lease, or any other reason. You agree not to hold the centre responsible for such occurrences. To be a member and participate in classes at Edit Hybrid Fitness, you must be at least 16 years of age. Unless authorised by the facility management, children aged between 6 and 15 years can only participate as part of a special children membership if available or with an organised group by prior arrangement with facility management. No responsibility is taken for items contained within the lockers or storage facilities. You agree to abide by Edit Hybrid Fitness rules as provided separately, attached or displayed in the facility. Edit Hybrid Fitness reserves the right to vary, add or eliminate these rules as required. If a member continuously breaks any of the rules, Edit Hybrid Fitness staff or management reserve the right to require you to leave immediately. This may also result in cancellation of membership. Members must not carry out any illegal acts in the facility and must comply with all health and safety requirements. If a member carries out any activity which Edit Hybrid Fitness staff or management consider offensive or dangerous to you or another person, Edit Hybrid Fitness staff or management reserve the right to require you to leave immediately. This may also result in cancellation of membership. Anyone thought to be under the influence of alcohol will be asked to leave the facility immediately and their membership reviewed.

For reasons of health and safety, members must adhere strictly to the following:

- All free weights are to be returned to their racks after use.
- Food, Cups and mugs are not allowed in the training area.
- Members should bring a small towel to wipe down machinery after use.
- Tracksuits or shorts and t-shirts must be worn at all times.
- Offensive language or behaviour will not be tolerated.
- Clashing weights, excessive noises and mistreatment of equipment will not be tolerated.

DECLARATION

Edit Hybrid Fitness management reserve the right to exclude any member they deem not to be adhering to any of the above or who by their actions poses a health and safety risk to others.

Name: Relationship: (If applicant is under 18)
Signature: Date: / /

FITNESS CENTER WAIVER & RELEASE IMPORTANT INFORMATION

M&A Health & Wellness requires that all participants follow safety rules and instructions that are designed to protect the participant's safety. However, participants must recognize that there is an inherent risk of injury when choosing to participate in fitness center activities.

You are solely responsible for determining if you are physically fit and/or adequately skilled for fitness center activities. It is always advisable, especially if the participant is pregnant, suffers from an underlining medical condition, takes medication, smokes cigarettes, has a family history of coronary disease, or has recently suffered an illness, injury or impairment, to consult a physician before undertaking any fitness center activity.

WARNING OF RISK

Fitness center activities such as passive/resistive weight training, use of machines, jogging, free weights, and other training devices and methods are intended to challenge and engage the physical, mental and emotional resources of the participant. Despite careful and proper preparation, instruction, medical advice, and conditioning, there is still a risk of serious injury. All hazard and dangers cannot be foreseen. Depending on the particular activity, certain risks, dangers and injuries due to overexertion, improper technique, ignoring safety precautions, failing to follow instructions, slips and falls, unfamiliarity with the equipment and/or exercise, equipment failure, failure in supervision/instruction, premises defects and other risks inherent to the particular activity exist.

Depending upon a person's physical condition, age and/or skill level, fitness center activities can involve a substantial risk of the following types of injuries. This list is by no means complete, but includes some of the more common ones: (i) heart attack, stroke and circulatory problems, (ii) bone and joint injuries, (iii) back and neck injuries, (iv) shin splints, (v) muscle strain and other muscle injuries, and (vi) foot problems.

MEDICAL EXAMINATION

All participants are strongly encouraged to have a complete physical examination by a medical doctor prior to beginning any activity. If a participant has a history of heart disease, he/she should consult a physician before participating in any fitness center activity.

AUTHORIZATION

In the event of any emergency, I authorize M&A Health and Wellness to secure from any accredited hospital and/or physician any treatment deemed necessary for my immediate care and agree that I will be responsible for payment for any and all medical services rendered.

WAIVER AND GENERAL RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Please read this form carefully and be aware that in signing up and participating in any fitness center activity, you will be expressly assuming the risk and legal liability and waiving and generally releasing all claims for injuries, damages or loss which you might sustain as a result of participating in any and all activities connected with and associated with any fitness center activities. I recognize and acknowledge that there are certain risks of physical injury to participants in any fitness center activities, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I may sustain as a result of said participation. As a material inducement for M&A Health and Wellness to permit me to use the fitness center, its facilities, and equipment, I hereby waive and hold M&A Health and Wellness and its agents harmless for any and all claims and damages (including legal fees) present or future, foreseen or unforeseen, anticipated or unanticipated (collectively "Claims"), I may have (or accrue to me) against M&A Health and Wellness, including its shareholders, directors, agents, employees, and affiliated companies and partnerships and generally release M&A Health and Wellness from any and all Claims, including but not limited to those involving: (i) participating in any supervised or unsupervised fitness center activities, (ii) use of any fitness center equipment, (iii) any loss or theft of personal property, and (iv) accidental injuries, such as "slip and fall" injuries within the fitness center.

Declaration

I have read and fully understand the above important information, warning of risk, authorization, assumption of risk, and waiver and generally release of all claims. ****PLEASE PRINT****

Name: Relationship: (If applicant is under 18)
Signature: Date: / /