



24 HOUR ACCESS WAIVER & RELEASE FORM

MEMBER NAME _____

MEMBERSHIP NUMBER _____

You acknowledge and agree that:-

1. You have agreed to purchase a membership at The Gym Tumut Pty Ltd (ABN 73 633 597 127) being THE GYM that allows you access at any time.
2. You are bound by your Membership Application and THE GYM Terms and Conditions including the 24/7 Access Terms and Conditions which you have read, understood and signed.
3. You are aware that at times throughout the day, there will be NO STAFF, SUPERVISION OR ASSISTANCE DURING CERTAIN HOURS.
4. You are aware that exercising and using THE GYM can be dangerous and can result in injury or even death.
5. You are aware that physical exercise can be strenuous and subject to risk of serious injury or even death, you should ensure you are physically capable before using any exercise equipment or participating in any exercise activity.
6. You are aware that if you are injured, become unconscious, suffer a stroke, heart attack, or other incident THE GYM will not provide you with assistance and has no obligation or duty to provide such assistance to you.
7. You acknowledge that even though THE GYM is equipped with surveillance cameras, a panic button, duress lanyards and a First Aid Kit, if you require immediate assistance, it is likely none will be provided.
8. You accept this risk as inherent in a 24/7 access centre and if exercising or using THE GYM alone
9. You agree that if you engage in any physical exercise or activity at the Centre you do so ENTIRELY AT YOUR OWN RISK.
10. You agree that you are voluntarily participating in the use of THE GYM and assume all risks of injury, illness, or death. THE GYM is also not responsible for loss of any of your personal property.

You acknowledge and agree that:-

1. To the extent permitted by law, THE GYM excludes any liability to you or any other person in tort, statute, or in any other way for any injury, damage, or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by you or any other person, or for any costs, charges or expenses incurred by you arising from or in connection with this membership agreement and/or the services/products provided by THE GYM and/or any act or omission of THE GYM. You hereby release and discharge THE GYM from any such claims or actions.
2. You agree and contract on behalf of yourself, your heirs, executors, administrators, successors and assigns that THE GYM, its insurers, employees, officers, directors and associates shall NOT be liable for any damages arising from personal injuries, including death, sustained by you or your guest, in, on or about the premises, or as a result of the use of equipment, facilities, or services, regardless of whether such injuries result in whole or in part from the negligence of THE GYM.
3. You agree that you accept and assume full responsibility for any and all injuries, damages (both economic and non-economic) and losses of any type which may occur to you or your guest and you fully and forever release and discharge THE GYM, its insurers, employees, officers, directors and associates from any and all claims, demands, damages, rights of action, causes of action present or future, whether the same be known, or unknown, anticipated or unanticipated resulting from or arising out of the use of the said THE GYM's equipment, facilities and services.
4. You agree that you accept and assume full responsibility and will be liable for any injury, loss or damage suffered by yourself or your guest or any other person resulting from your misuse of THE GYM, facilities, equipment, products, services or premises and you agree to indemnify us, THE GYM against any costs, losses, damages or claims brought against us by any person in relation to such injury, loss or damage.
5. You agree to indemnify and hold THE GYM harmless against any and all claims, demands, damages, rights of action, or causes of action of any person or entity that may arise from injuries or damages sustained by you or your guest.
6. This clause survives termination of the Membership Agreement.

SIGNED: _____ **DATED:** _____ / _____ / _____

PRINTED NAME: _____