

# **Holme Run Fitness' Terms and Conditions**

## **Member's Physical Condition**

Our staff are first aid trained and have Level 3 Personal training certificates but are not medically trained and are not qualified to assess whether monthly members are in good physical condition and/or that you can engage in exercise without detriment to your health, safety, comfort or physical condition. You warrant and represent that throughout the continuance of Your Membership, you are in good health and know of no medical or other reason why You are not capable of engaging in any exercise of Your choice and that such exercise will not be detrimental to Your health, safety, comfort or physical condition.

We strongly recommend that you take expert medical advice before undertaking any exercise if you are in any doubt about your ability to engage in exercise.

We strongly recommend that you undergo an induction at the gym before using the equipment. You will not use any of our facilities whilst suffering from any infection or contagious illness, disease or other ailment (including but not limited to open cuts, abrasions, sores) where there is a risk however small, that such may be detrimental to the health, safety, comfort or physical condition of the other Members or guests or our employees.

Personal Training clients will complete and sign a PAR-Q test that will identify whether the client is medically able or unable to participate in physical activity safely at Holme Run Fitness.

## **Cancellation**

Personal Training - Cancellations made within 24 hours will be charged at session rate.

Monthly Members - There is a one month's notice cancellation policy.

## **Conduct**

You should use the facilities and equipment in accordance with the advice given by the gyms representatives. You will not abuse the facilities. You will pay for any damage to our property where you wilfully or negligently cause such damage. Weights and machines are to be treated with respect. Do not drop weights but instead control them down with care.

The use of the gym are for members PT clients, pay as you go gym goers and class attendees.

Children are not permitted in the gym or on its premises unless they are under strict supervision by a guardian or staff member. All classes are available to members and the general public.

Holme Run Fitness is a friendly and inclusive community and will not tolerate antisocial behaviour or inappropriate language.

## **General Terms**

Individuals aged 18 years old or below may apply for gym membership subject to parental consent.

You may not loan your membership or permit it's use to anyone else. Please do not share gym entry codes with non members. Upon becoming a Member you consent to us contacting you via telephone, mail and email. We reserve the right to take photographs of our facilities (which may include you being in them) for press and promotional purposes.

## **Limitation of Liability**

Holme Run Fitness will be liable to you for:

Any loss, damage or theft of any property brought onto any of our premises or Our Car Parking facilities; any death, personal injury or illness occurring on any or Our premises (including that caused by use of facilities and/or equipment) unless caused by our employees, agents, sub Contractors or Our negligent act or omission; You are responsible for ensuring that you correctly operate or use any facilities and/ or equipment (including adjusting levels or settings) which we provide. If You are in any doubt about how to correctly operate any equipment, You should consult one of our representatives before use.

Your use of all Wet Areas, which are not supervised, is at Your own risk and We do not accept responsibility for any harm or injury to You, unless caused by Our employees, agents, subcontractors or our negligent act or omission.

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### **Waiver Of Liability**

I/We hereby understand and acknowledge that the gym access and equipment as well as training, programs and events held by Holme Run Fitness may expose me to inherent risks, including accidents, injury, illness or even death. I/We assume all risk of injuries associated with participation including, but not limited to, falls, contact with other participants, the effects of the weather, including high heat and/or humidity, and all other such risks being known and appreciated by me.

I/We hereby acknowledge my responsibility in communicating any physical and psychological concerns that might conflict with participation in activity. I/We acknowledge that I am physically fit and mentally capable of performing the physical activity I choose to participate in. I/We understand that I am using the gym at my own risk when a staff member is not present.

Having read this waiver and knowing these facts, and in consideration of acceptance of my participation at Holme Run Fitness, I agree, for myself and anyone entitled to act on my behalf, to WAIVE AND RELEASE HOLME RUN FITNESS from responsibility, liabilities, demands or claims of any kind arising out of my participation in Holme Run Fitness training, programs and/or events.

By my signature I/We indicate that I/We have read and understand the Terms and Conditions as well as this Waiver of Liability. I am aware that this is a waiver and a release of liability and I voluntarily agree to its terms.