

Membership Agreement Form



AGREEMENT SUMMARY

Services

This agreement is for the supply of the following fitness services during opening hours of Murdoch Active Gym (**Gym**):

- Access to the Gym and use of fitness equipment therein.
- Access to regular timetabled group fitness classes.
- Initial personalised program design and appraisals.
- Full access and use of the change rooms and shower facilities.

Subject to any exclusions, limitations or restrictions noted at the end of this agreement summary.

Term

This agreement starts on the date it is signed.

Fixed Term Membership

This agreement is for a fixed term, for the following period:

1 Week

3 Months

6 Months

12 Months

Ongoing Membership

The agreement is for two weeks (initial term) and thereafter is ongoing on a week-by-week or fortnight-by-fofortnight basis (as selected by you when creating the direct debit arrangement), until terminated.

Cooling-Off Period

This agreement is subject to a cooling off period. You may end this agreement at any time within seven days after the date on which this agreement is signed.

Fees and Charges

The administration fee to transfer your membership to someone else is \$50 (inc. GST). This is payable at the time of the transfer application.

If you are a fixed term member and choose to terminate your membership prior to it expiring (whether during the cooling off period or otherwise), you will be charged a \$50 (inc. GST) fee. This will not apply if you have a medical certificate stating that you cannot use the fitness services supplied under this agreement because of a permanent illness or physical incapacity.

The administration fee to suspend your membership, other than because of illness or physical incapacity, is \$3 (inc. GST) per week (except that the first four weeks of suspension during a 12-month period are free for student members). This is payable at the time that you submit your request for suspension.

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Fees and Charges

Your membership fee for the Gym (including provision of the services described above) is as set out below (inc. GST):

Free

Free Time - \$0 Free Trial - \$0 Elite Athlete - \$0 3 Month Student Support - \$0

Direct Debit

Salary Deduction Standard - \$21 per fortnight
 Salary Deduction Off-Peak - \$14 per fortnight
 Student Weekly - \$9.25 per week
 Student Fortnightly - \$18.50 per fortnight
 Staff / Alumni Weekly - \$10.95 per week
 Staff / Alumni Fortnightly - \$21.90 per fortnight
 Public Weekly - \$12.45 per week
 Public Fortnightly - \$24.90 per fortnight
 AMA / Medical Weekly - \$10.95 per week
 AMA / Medical Fortnightly - \$21.90 for fortnight

Up Front

AMA / Medical 6 months - \$299
 AMA / Medical 12 months - \$539
 Student 6 months - \$249
 Student 12 months - \$420
 Staff / Alumni 6 months - \$299
 Staff / Alumni 12 months - \$539
 Public 6 months - \$399
 Public 12 months - \$649
 Golden Oldies 12 months - \$260
 St Ives 12 months - \$299
 Student Special 1 semester - \$139
 Student Special 1 year - \$199
 Off-Peak Staff 6 months - \$280
 Off-Peak Staff 12 months - \$359
 Off-Peak Public 6 months - \$312
 Off-Peak Public 12 months - \$399

Your membership fee is payable: (a) for fixed term memberships, at the time your membership commences; or (b) for ongoing memberships, by direct debit in arrears on a weekly or fortnightly basis (as selected by you).

In case of an ongoing membership, your membership fee may increase on an annual basis from 1 January, as notified to you in writing.

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Exclusions, Limitations or Restrictions

The following exclusions, limitations or restrictions apply in relation to fitness services supplied under this agreement:

- Subject to the bullet points below, access to the Gym will be restricted to staffed opening hours. Access to the Gym may not be available (other than for 24/7 members) on public holidays and University closure days.
- Murdoch may provide 24/7 Gym access to selected members. Such access is currently only provided to those with standard memberships (which excludes Off Peak, Free Time, St Ives, Golden Oldies, Student Special and Student Support members).
- If you are an Off-Peak, St Ives, or a Golden Oldies member, then you may only access the Gym between 8:00 am and 4:00 pm on Monday to Friday and only attend group fitness classes that take place during those times.
- If you are a Student Special member, then you may only access the Gym during staffed hours, which at the date of this membership are between 6:00 am and 9:00 pm Monday to Friday, and 9:00 am to 5:00 pm on Saturday and Sunday, and only attend group fitness classes that take place during those times.
- If you are a Student Free Time member, then you may only access the Gym between 9:00 am and 11:00 am and 1:00pm and 3:00 pm on Monday to Friday with no access to group fitness classes (except you may attend the Murdoch Moves group fitness classes at any time).
- If you are a Staff Free Time member, then you may only access the Gym between 8:00 am and 10:00 am on Monday to Friday with no access to fitness classes (except you may attend Murdoch Moves fitness classes at any time).
- Free fitness appraisal and supervised workout is not available for Student Free Time members and Staff Free Time members.



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PERSONAL INFORMATION

Name: _____ Contact Number: _____
Address: _____ Postcode: _____
Email: _____
DOB: _____ Age: _____ Gender: Male Female Non-Binary/Self-Describe (below) Rather Not Say
Student/Staff/Alumni/Public/AMA ID Number: _____
Emergency Contact: _____ Emergency Contact Number: _____
Relation to Contact: _____



MEMBERSHIP DETAILS

Membership Type

- | | | | |
|-----------------------------------|---|--|--|
| <input type="checkbox"/> Student | <input type="checkbox"/> Staff / Alumni | <input type="checkbox"/> Public | <input type="checkbox"/> Golden Oldies |
| <input type="checkbox"/> St Ives | <input type="checkbox"/> AMA / Medical | <input type="checkbox"/> Student Support | <input type="checkbox"/> Elite Athlete |
| <input type="checkbox"/> Trial | <input type="checkbox"/> Salary Deduction | | |
| <input type="checkbox"/> Standard | <input type="checkbox"/> Off - Peak | <input type="checkbox"/> Free Time | <input type="checkbox"/> Student Special |

Membership Term

As stated in the Agreement Summary.

(Fixed Term Membership) Payment Amount: _____ Date Paid: _____



SIGN HERE

By signing this agreement you acknowledge and agree:

this agreement is subject to the attached terms and conditions;

- To abide by the terms and conditions of this agreement;
- To abide by the Gym rules and safety guidelines;
- To complete a pre-health questionnaire, and provide a medical certificate if deemed necessary;
- That you are medically sound to use the gym facilities and undertake exercise therein;
- That your use of the Gym and any equipment and fitness classes therein is at your own risk, provided that this will not limit or exclude any liability of Murdoch for any unlawful or negligent act or omission;
- That the Gym's staff are not medically trained and are not qualified to determine if you can exercise without risking your health; and
- That you are aware that exercise can be physically demanding, and participation in some activities may pose a risk to your health.

Name: _____

Signature: _____ Date: _____

Authorised Staff Member: _____

Signature: _____ Date: _____

*If the member is under 18 years of age this agreement must be signed by a parent or legal guardian.

Terms and Conditions

1. Parties

This agreement is between:

- (a) Murdoch University (ABN 61 616 369 313) of 90 South Street Murdoch WA 6150 (active@murdoch.edu.au); and
- (b) The person who has entered into this agreement with Murdoch by signing these Terms and Conditions.

Reference to the “you” below refers to: (i) the person who has entered into this membership agreement with Murdoch University; or (ii) if a parent or guardian has entered into this agreement on behalf of a person, the person on whose behalf the agreement was entered into.

2. Term

- (a) The term of this agreement is set out in the agreement summary at the front of this agreement (**Agreement Summary**).
- (b) If this is an ongoing agreement (as noted in the Agreement Summary), this agreement will continue until it is terminated.

3. Services

As a member of the *Murdoch Active Gym* (**Gym**) you are entitled to use the services specified in the Agreement Summary during the Centre’s opening hours, subject to any exclusions, limitations or restrictions noted in the Agreement Summary.

4. Payment of Membership

You must pay your membership fees, as stated in the Agreement Summary:

- (a) in the case of an up-front membership, in full at the date of entering into this agreement, by direct debit or credit card;
- (b) in the case of a direct debit membership, by weekly or fortnightly deductions from your bank account or credit card; or
- (c) in the case of a salary packaged membership, by fortnightly deductions from your Murdoch University remuneration under your salary package arrangement.

We may suspend your membership if you are late in paying fees.

5. Rules and Directions

- (a) You must abide by the Gym’s etiquette rules, as updated from time to time, as posted in the Gym and available on the Murdoch Active website at: <http://www.murdoch.edu.au/murdoch-active/the-murdoch-active-gym> (**Rules**).
- (b) You agree to follow any reasonable direction of any personnel of the Gym.

6. Cooling Off Period

The cooling-off period for this agreement (**Cooling Off Period**) starts on the date that this agreement is entered into and ends seven days thereafter.

7. Terminating your Membership

- (a) You may terminate your agreement with us at any time, and for any reason, by delivering or posting a notice to us at our physical address or by email to active@murdoch.edu.au. Your termination will be effective:
 - (i) if you give notice during the cooling off period, as soon as we receive your notice; and
 - (ii) in all other cases, 14 days after we receive the notice.
- (b) If you terminate your agreement with us then:
 - (i) we will refund to you the proportion of fees and charges paid by you representing the unused part of your membership;
 - (ii) we will process such refund within seven days of the termination taking effect; and
 - (iii) we may still charge you any fees for any fitness services that we supplied to you prior to your agreement terminating, that you have not already paid for (this may be deducted from the amount refundable).
- (c) If you are a fixed term member and you terminate this Agreement prior to the end of your fixed term then we can charge you an administration or termination fee as specified in the Agreement Summary. We may deduct this from the amount refundable.
- (d) We will, within seven days of receiving your termination notice, confirm with you: (i) the amount of your last payment, if any, under the agreement; and (ii) the date that the termination takes effect.
- (e) Please note that you may be liable for damages for breach of contract if you terminate this agreement in a manner not described in this agreement.

8. Suspension or Termination by Murdoch

We may suspend your membership or terminate this agreement immediately if:

- (a) you commit a serious breach of the Rules or this agreement, or continue to breach the Rules or this agreement despite a warning from us that it could result in your membership being cancelled;
- (b) you allow someone other than you to enter the Gym by use of your swipe card (either by their use of the card or you swiping on their behalf);
- (c) you engage in any risky or inappropriate behaviour, such as: (A) threatening or harassing others; (B) wilfully or negligently damaging, or

Terms and Conditions

improperly using Gym equipment or property; or
(c) instructing other members when unauthorised to do so;

- (d) you owe at least \$33.70 of unpaid membership or other Gym fees and you do not pay such amount within one week of written notice from us; or
- (e) we have reasonable grounds to suspect that the use, possession, supply, or distribution of illegal or performance enhancing drugs at the Gym.

9. Membership Categories

- (a) If you cease to satisfy the criteria for a particular membership that you hold (for example, if you are a student member and you cease to be a Murdoch student) then your membership will be terminated but you will have the option to take out an alternative membership for which you satisfy the membership criteria.
- (b) You will advise us as soon as you cease to satisfy the criteria for your membership, so we can make arrangements as set out above.

10. Transfer of Membership

- (a) Paid upfront memberships can be transferred to another person as long as that other person:
 - (i) is not a current member;
 - (ii) completes the membership sign-up process;
 - (iii) is eligible for the type of membership being transferred; and
 - (iv) has not previously been banned from the Gym or had their membership terminated by Murdoch.
- (b) You must pay any transfer fee specified in the Agreement Summary to transfer your membership.

11. Regulations

- (a) This agreement is subject to the *Fair Trading (Fitness Industry Code of Practice) Regulations 2020*, as may be amended, updated and replaced from time to time (**Regulations**), available here: https://www.legislation.wa.gov.au/legislation/statutes.nsf/law_s52065.html
- (b) To the extent that anything in this agreement is inconsistent with the Regulations, it will be deemed amended to the extent necessary to comply with the Regulations.

12. Trading Hours

- (a) You may use the Gym as often as you wish, subject to the limitations of your membership type as set out in the Agreement Summary.

- (b) We may vary the hours of opening and closing of the Gym.

13. Accessing the Gym

- (a) You will need to scan your membership card to gain entry to the Gym. A staff member (if present) can scan you in if you forget your card.
- (b) You must not allow another person to access the Gym by them using your card, or by scanning another person in using your card. You may be held responsible for the actions of the person you let in.
- (c) Your access to the Gym may be restricted if you owe any outstanding membership or other Gym fees.

14. Health

- (a) A Pre-Exercise Health Questionnaire MUST be completed before using Gym facilities for the first time. A photograph of you will also be taken, which we will record as part of your membership details.
- (b) Murdoch recommends and encourages you to book an appraisal and supervised workout prior to utilising the weights and resistance machines in the Gym. (Please do not eat, drink alcohol or coffee, smoke or exercise for 2 hours prior to your appraisal. You must give at least 24 hours' notice of cancellation of a booked appraisal, or your entitlement to the appraisal may be forfeited).
- (c) You agree to disclose all physical and medical conditions to the Murdoch staff member under taking your appraisal. You also agree to inform us if you know or have reasonable grounds to believe that you may be at risk by participating in a fitness service, or if your medical conditions changes which may increase the risk of adverse events when exercising.
- (d) If a Murdoch staff member deems a medical clearance is necessary (based on your fitness appraisal, your Pre-Exercise Health Questionnaire or any other information provided by you) no further access to the Gym will be allowed until a medical clearance is obtained. An extension to the membership will be given to compensate the time taken to obtain this clearance.
- (e) You agree to do your best to exercise safely.
- (f) Gym staff are unable to provide you with medical advice or make medical assessments as to your medical fitness. Completing a Pre-Exercise Health Questionnaire does not constitute medical advice, is not a substitute for obtaining advice from a health professional and does not guarantee against any adverse outcomes from exercise. Murdoch accepts no liability for any claims, loss, damage or injury caused by it using or relying on any information provided in the Pre Exercise Health Questionnaire.

15. Participation in Group Fitness Classes

- (a) Persons will only be permitted in classes once they have registered. Participants will be issued with a Group Fitness card/receipt that will need to be handed to the instructor before participating in the class.
- (b) Persons may not be admitted into the class after five minutes from the commencement of the class.

16. Complaints

Complaints should be made in writing to active@murdoch.edu.au

17. Suspending your Membership

- (a) You may suspend your membership:
 - (i) for up to eight weeks during semester break or university holiday periods to the extent that you will not be in Perth during any such period; or
 - (ii) for up to 12 weeks in any 12-month period, during such period that you cannot use the fitness services supplied under this agreement because of illness or physical incapacity, provided you supply a medical certificate confirming this.

However, you are not entitled to a backdated membership suspension.

- (b) There is no administration fee for a membership suspension to the extent this is for medical reasons as described in clause 17(a)(ii). In other cases, an administration fee is payable as set out in the Agreement Summary.
- (c) The member must give written confirmation of the full suspension period in advance, and administration fees must be paid at the time of submitting the suspension request.
- (d) Murdoch may temporarily close the Gym for the purpose of refurbishment or as required by law. In this circumstance we will suspend your membership at no charge.

18. Privacy

You agree that all personal information about you that we receive in relation to this agreement or the services provided thereunder is subject to Murdoch's privacy policy, available at: <http://www.murdoch.edu.au/goto/Privacy>.

19. General

- (a) Casual gym passes, purchased for occasional access to Gym facilities and benefits, are valid for 12-months from commencement date.
- (b) You must advise us if your address changes.

- (c) You acknowledge that, subject to any temporary mechanical or other failure, CCTV video surveillance is in operation in the Gym (excluding toilets and changerooms)

- (d) Murdoch takes no responsibility for personal property you use or leave in the Gym. Personal possessions will not be accepted at reception. Any property, footwear or clothing left at the Gym, if found, is placed into lost property. If not claimed after a period of four weeks then the Gym staff passes this onto Murdoch Security which may dispose of it.

- (e) Murdoch may contact you regarding your membership via email or phone.

- (f) To the extent that any of this agreement provides a website link to any documents, we will provide a paper copy to you on request.

- (g) This agreement is governed by the laws of Western Australia.

- (h) This is the entire agreement between you and Murdoch University in relation to your use of the Gym; it supersedes any previous discussions and understandings between you and the Gym.

20. Parking

- (a) Members (other than student, staff, or alumni members) can obtain a carpark 4 parking permit.

- (b) Non-permit holders will be required to pay for parking in the ticket parking areas. Parking is free before 8:00 am & after 5:00 pm (Monday to Friday) in the Green or Red zoned car parks only. Parking is free all weekends. Loading zones, Disabled and Reserved bays are not available areas to park unless you hold a current permit required for these areas. Car parking on campus is your responsibility.

Pre-Exercise Health Questionnaire

ADULT PRE-EXERCISE SCREENING SYSTEM (APSS)



This screening tool is part of the Adult Pre-Exercise Screening System (APSS) that also includes guidelines (see User Guide) on how to use the information collected and to address the aims of each stage. No warranty of safety should result from its use. The screening system in no way guarantees against injury or death. No responsibility or liability whatsoever can be accepted by Exercise & Sport Science Australia, Fitness Australia, Sports Medicine Australia or Exercise is Medicine for any loss, damage, or injury that may arise from any person acting on any statement or information contained in this system.

Full Name: _____

Date of Birth: _____ Male: Female: Other:

STAGE 1 (COMPULSORY)



AIM: To identify individuals with known disease, and/or signs or symptoms of disease, who may be at a higher risk of an adverse event due to exercise. An adverse event refers to an unexpected event that occurs as a consequence of an exercise session, resulting in ill health, physical harm or death to an individual.

This stage may be self-administered and self-evaluated by the client. Please complete the questions below and refer to the figures on page 2. Should you have any questions about the screening form please contact your exercise professional for clarification.

	Please tick your response	
	YES	NO
1. Has your medical practitioner ever told you that you have a heart condition or have you ever suffered a stroke?		
2. Do you ever experience unexplained pains or discomfort in your chest at rest or during physical activity/exercise?		
3. Do you ever feel faint, dizzy or lose balance during physical activity/exercise?		
4. Have you had an asthma attack requiring immediate medical attention at any time over the last 12 months?		
5. If you have diabetes (type 1 or 2) have you had trouble controlling your blood sugar (glucose) in the last 3 months?		
6. Do you have any other conditions that may require special consideration for you to exercise?		

IF YOU ANSWERED 'YES' to any of the 6 questions, please seek guidance from an appropriate allied health professional or medical practitioner prior to undertaking exercise.

IF YOU ANSWERED 'NO' to all of the 6 questions, please proceed to question 7 and calculate your typical weighted physical activity/exercise per week.

7. Describe your current physical activity/exercise levels in a typical week by stating the frequency and duration at the different intensities. For intensity guidelines consult figure 2.				Weighted physical activity/exercise per week
Intensity	Light	Moderate	Vigorous/High	
Frequency (number of sessions per week)	_____	_____	_____	
Duration (total minutes per week)	_____	_____	_____	Total minutes = (minutes of light + moderate) + (2 x minutes of vigorous/high)
				TOTAL = _____ minutes per week
<ul style="list-style-type: none"> • If your total is less than 150 minutes per week then light to moderate intensity exercise is recommended. Increase your volume and intensity slowly. • If your total is more than or equal to 150 minutes per week then continue with your current physical activity/exercise intensity levels. • It is advised that you discuss any progression (volume, intensity, duration, modality) with an exercise professional to optimise your results. 				

I believe that to the best of my knowledge, all of the information I have supplied within this screening tool is correct.

Client signature: _____ Date: _____

Pre-Exercise Health Questionnaire

FIGURE 1: Stage 1 Screening Steps

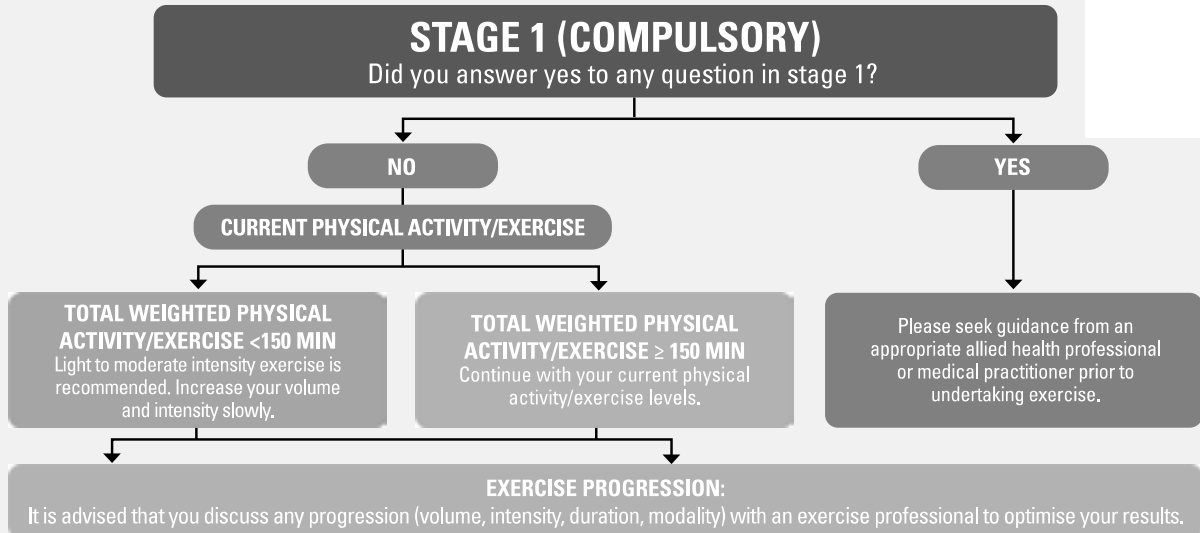


FIGURE 2: Exercise Intensity Guidelines

INTENSITY CATEGORY	HEART RATE MEASURES	PERCEIVED EXERTION MEASURES	DESCRIPTIVE MEASURES
LIGHT	40 to <55% HRmax*	VERY LIGHT TO LIGHT RPE# 1-2	<ul style="list-style-type: none"> An aerobic activity that does not cause a noticeable change in breathing rate An intensity that can be sustained for at least 60 minutes
MODERATE	55 to <70% HRmax*	MODERATE TO SOMEWHAT HARD RPE# 3-4	<ul style="list-style-type: none"> An aerobic activity that is able to be conducted whilst maintaining a conversation uninterrupted An intensity that may last between 30 and 60 minutes
VIGOROUS	70 to <90% HRmax*	HARD RPE# 5-6	<ul style="list-style-type: none"> An aerobic activity in which a conversation generally cannot be maintained uninterrupted An intensity that may last up to 30 minutes
HIGH	≥ 90% HRmax*	VERY HARD RPE# 7	<ul style="list-style-type: none"> An aerobic activity in which it is difficult to talk at all An intensity that generally cannot be sustained for longer than about 10 minutes

* HRmax = estimated heart rate maximum. Calculated by subtracting age in years from 220 (e.g. for a 50 year old person = 220 - 50 = 170 beats per minute).

= Borg's Rating of Perceived Exertion (RPE) scale, category scale 0-10.

Modified from Norton K, L. Norton & D. Sadgrove. (2010). Position statement on physical activity and exercise intensity terminology. J Sci Med Sport 13, 496-502.