

MEMBERSHIP AGREEMENT

Entered into between Hero One Hundred (Pty) Limited t/a CrossFitM4M and the "Member" as set out hereunder:

MEMBER DETAILS	
FULL NAME AND SURNAME:	Male / Female :
NICKNAME :	CELL NO :
ID NR :	EMAIL :
PHYSICAL ADDRESS:	POSTAL ADDRESS :

Emergency Contact	
NAME:	RELATIONSHIP :
CONTACT NUMBER :	EMAIL :

Parent / Legal Guardian (If Under 18)	
NAME:	RELATIONSHIP :
CONTACT NUMBER :	EMAIL :

Membership Package / Term	
TARIFF :	MONTHLY MEMBERSHIP FEE :
START DATE :	END DATE :
JOINING FEE : R360.00	

Terms and Conditions

Welcome to Hero One Hundred (Pty) Limited t/a CrossFit M4M (“M4M”). The highly qualified and experienced CrossFit instructors are committed to help you reach your health and fitness goals. If you have any questions about the policies or any concern regarding CrossFit training, please do not hesitate to contact the Studio Manager, Christian van der Berg. Before starting a new exercise programme it is strongly recommended to seek medical advice and get approval to attend CrossFit from your doctor.

1. Duration

- 1.1. This Agreement shall commence on the Start Date and endure until the End Date (the “Term”), unless it is renewed for a further period or unless terminated earlier in accordance with the provisions of the Agreement.
- 1.2. The Agreement period is a fixed period for the Term.
- 1.3. You shall be entitled to renew this Agreement for a period of a further 12 (twelve) months (“Renewal Period”) on written notice to M4M, which written notice must be received by M4M no later than 30 (thirty) days prior to expiry of the Term of the Agreement.
- 1.4. **In the event that the Agreement is not terminated by either party at the End Date or upon expiry of the Renewal Period, the Agreement will automatically continue on a month to month basis.**
- 1.5. **In the event that you entered into this Agreement as a result of direct marketing as defined in the Consumer Protection Act No 68 of 2008, you are entitled to rescind the Agreement within 5 (five) business days after the date on which the Agreement was concluded. M4M will refund any monies paid by you within 15 (fifteen) business days after receipt of the notice of rescission of the Agreement, less any amount due and owing by you for services rendered by M4M to you or its nominee pursuant to this Agreement.**

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2. Fees and Payment

- 2.1. You must pay all membership fees to M4M, via debit order, monthly in advance by no later than the 7th (seventh) day of each and every month.
- 2.2. The total monthly membership fee is payable regardless of how many training sessions you attend.
- 2.3. **Any membership fees not received by the 7th (seventh) day of the month may incur a 5% penalty calculated on the total value of the outstanding membership fee. In the event that the payment is still not received by the 7th (seventh) day of the next month, a further 5% penalty will be levied against the total value of the outstanding membership fee. This shall apply to each and every subsequent month that the payment is outstanding and is capped at 20% of the total value of the outstanding membership fee. M4M also reserves the right to withhold services (including for the avoidance of doubt, denying you access to the premises and not permitting you to take part in the training sessions, where applicable) while there are any outstanding membership fees.**

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3. Monthly memberships and sessions

- 3.1. Monthly memberships entitle you to train an unlimited number of classes per month.
- 3.2. All private training sessions require a prior booking and **private training will be charged extra.**
- 3.3. The duration of all CrossFit training sessions is 55 minutes.
- 3.4. **Please note that an extra session will be charged for a 5 week month for private training sessions.**

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4. Cancellation of private training sessions

- 4.1. **24 hours cancellation or rescheduling notice is required for all private training sessions. Failure to do so will result in being charged the full training session rate.**
- 4.2. Any training session cancelled by you within 24 hours can be rescheduled at a mutually convenient time for you and your instructor within the same month, depending on availability.
- 4.3. If M4M, for any reason, cancels your appointment with less than 24 hours' notice, M4M will provide you with another training session arranged at a mutually convenient time for you and your instructor within the same month.
- 4.4. Should you not arrive for a class for whatever reason, **a full session rate will be charged.**

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5. Termination

- 5.1. **During the Term, you may terminate this Agreement on 20 (twenty) business days' written notice to M4M, at any time and for any reason, provided that you will be liable for a cancellation fee calculated as 3 (three) months membership fees, which you confirm is a reasonable cancellation fee. You will pay such cancellation fee to M4M within 30 (thirty) days of cancellation of the Agreement.**
- 5.2. In the event that the Term of the Agreement has expired and the Agreement has not been terminated and is proceeding on a month to month basis as provided for in clause 1.4, either party may give 30 (thirty) days written notice of cancellation of the Agreement and no cancellation fee is applicable.

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6. Intensity Online (<https://m4m.intensityonline.com/signin.php>)

- 6.1. You will have access to the CrossFit M4M Intensity Online system with your own password to access and update your information.
- 6.2. You have to ensure that all your information is current and correct within the Intensity Online system.
- 6.3. You can access your account/training information on the Intensity Online system.

7. Tardiness

- 7.1. If your CrossFit instructor is more than 10 minutes late, you will receive a complimentary training session arranged at a mutually convenient time for you and your instructor within the same month.
- 7.2. If you are late for your session, there will be a reduction in the session length equal to the time you were late. **For private training sessions, if you are more than 20 minutes late, the session may be cancelled and you will be billed at the full session rate.**

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8. Instructors

- 8.1. If you would like to change instructors for any reason, please contact the studio manager and he will be happy to assist you.
- 8.2. Your CrossFit instructor cannot diagnose and/or prescribe treatment for any form of injury, diseases or medical problems.

9. Medical

- 9.1. You warrant and represent that you are in good physical condition and know of no medical or other reason why you should not engage in any form of exercise, and that such exercise would not be detrimental to your health, safety, comfort or physical condition.
- 9.2. If you are feeling pain, discomfort, dizziness or over exertion in any way, you are to stop training and inform your instructor immediately.
- 9.3. You consent and authorise the instructor to administer or obtain medical assistance in the event of an accident or medical condition you may suffer whilst participating in the training sessions and agree to pay for any costs or expenses incurred by M4M in administering or obtaining such medical assistance.

10. Attire

- 10.1. Please wear comfortable clothes that enable the CrossFit instructor to observe the functioning of the body.
- 10.2. Please wear protective gear at all times.
- 10.3. Please bring your own hand towel to your training sessions.

11. Advertising

Photographs or videos may be taken and used by M4M for promotional purposes via social media and/or other mediums, without payment or compensation to you. Such photos and videos are and will remain the property of M4M. By signing this Agreement, you provide your consent for M4M to use your image in promotional and other business-related material.

12. Confidentiality and Data Protection

- 12.1. All information obtained from you is treated as confidential.
- 12.2. We will keep the information provided by you on computer for the purpose of administering the membership.
- 12.3. By signing and returning the membership form, you will be deemed to be giving your explicit consent to the processing of data contained on it, including anything which may be considered to be sensitive personal data.

13. Liability and Indemnity

- 13.1. **You hereby assume all responsibility for your participation in the services and acknowledge that: (a) you have had a physical examination and have been given medical approval to participate in the services (or that you have decided to participate without the approval of your physician), (b) participating in the services will involve strenuous activity, risk of injury and of death, whether caused by yourself or someone else, and (c) you are voluntarily participating in the services with the knowledge of the dangers involved, including, but not limited to, the potential for a heart attack, muscle strains, pulls or tears, broken bones, shin splints, heat exhaustion, knee injuries, lower back injuries and soreness however caused.**
- 13.2. **You indemnify M4M against all claims, costs and expenses, which M4M may incur and which arise, directly or indirectly, from your breach of any of your obligations under this Agreement.**
- 13.3. **M4M shall not be liable for any losses incurred by you while on the premises. This includes, but is not limited to, automobile theft, theft of or damage to personal property and any damage caused by fire.**

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13.4. You indemnify and hold M4M, its officers, directors, and employees harmless from and against any and all claims, liabilities, losses, expenses, penalties, fines, interests, costs (including reasonable attorney fees) and damages howsoever caused whilst participating in any activity under the direction, supervision or control of M4M's facilities, equipment or programs and you confirm that the use of the said equipment, facilities or programs by you is at your sole risk.

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13.5. You will be liable for damages caused to the equipment or property of M4M as a result of your negligence or wilful misconduct.

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14. Limitation of Liability

M4M shall not be liable to you for any:

- 14.1. special, indirect or consequential loss or damages of any nature; or
- 14.2. loss of profit, revenue, business, contracts or anticipated savings, ('Consequential Loss') related to or connected with this Agreement.

15. Notices

15.1. You choose as your *domicilium citandi et executandi* for court process the physical address set out on page 1 of this Agreement you also need to keep it updated on **Intensity Online** (<https://m4m.intensityonline.com/signin.php>).

15.2. A notice under this Agreement will be deemed to have been received:

- 15.2.1. if delivered personally, upon delivery; or
- 15.2.2. if sent by email on the next business day.

16. Miscellaneous Provisions

16.1. Governing Law

The Agreement is governed by and must be construed and enforced in accordance with the laws of the South Africa.

16.2. Entire Agreement

The Agreement contains the entire agreement between the parties and supersedes all prior arrangements, letters of intent, memorandums of understanding, purchase orders, representations and documents (if any) relating to the rights and obligations set out in this Agreement.

16.3. Severability

If any provision contained in the Agreement is void, illegal or unenforceable, that provision is severable from the Agreement and the remainder of the Agreement has full force and effect.

16.4. Non-waiver

No failure by M4M to enforce any provision of this Agreement will constitute a waiver of such provision or affect in any way M4M's right to require the performance of such provision at any time in the future.

16.5. Amendment

The Agreement may be altered only in writing signed by both parties. This requirement will only be satisfied if such amendment or variation is made in a written, paper based form on which the signatures of the parties are reflected. The provisions of the Electronic Communications and Transactions Act, No. 25 of 2002 (as amended from time to time) are expressly excluded from this clause 16.5.

I, the Member, acknowledge that I have read and understood the contents of the general terms and conditions.

Member's Signature: _____

Member's Full Name and Surname: _____

Date: _____