



TERMS and CONDITIONS

Participation in a Hulk MMA & Fitness Class can be inherently dangerous.

Accidents may happen which may result in me being injured or even killed. I have read and understood this warning and voluntarily accept and assume the inherent risks in participating in each relevant Hulk MMA & Fitness Class or the use of Hulk MMA & Fitness Equipment.

Please read below document carefully. It is a condition of your use of our services and facilities that you comply with these terms and conditions.

These **terms** and **conditions** apply to all goods or services supplied by Hulk MMA & Fitness. They are to be read in addition to and will prevail over any additional terms and conditions specified for any individual purchase of Hulk MMA & Fitness memberships whether monthly or casual supplied by Hulk MMA & Fitness. By enrolling, **I acknowledge, warrant and agree** that:

1. Interpretation

Agreement means this document, the attached Enrolment Form as well as any schedule or annexure to this document.

Hulk MMA & Fitness means Hulk MMA & Fitness Warriewood Pty Ltd and its permitted successors and assigns.

Participant means a person whom wishes to undertake enrolment at Hulk MMA & Fitness.

Representative means any of Hulk MMA & Fitness' directors, officers, contractors, employees, subcontractors, servants, agents or other representatives.

2. Payment

2.1 Members are required to sign the direct debit payment arrangements as available on the Hulk MMA & Fitness website or as provided in writing from time to time.

2.2 2 weeks payment of fees and initial joining fee is required to be paid in advance for all Hulk MMA & Fitness memberships.

2.3 Suspension of payments may be possible under the terms of your Facility Membership Agreement. Payments may be suspended for a minimum of 2 weeks at a time so long as the total time suspended within the minimum term does not exceed 6 weeks. In order to suspend payments you should contact us at least 7 days prior to the date of the first suspended payment. There is a charge of \$15.00 per week. Any time spent on suspension will be added onto the minimum term of

the Contract so that the sum of the instalments payable for the minimum term or number of payments shall still be payable regardless of any suspension or suspension charges made.

2.4 Casual membership fees can be arranged (at Hulk MMA & Fitness' sole discretion) upon application.

2.5 A default fee of \$10 will be charged for any direct debit payments which have been dishonoured by your bank.

3. **Cancellation/Refunds**

3.1 Following the initial 3 month (non-cancellable term), a Participant may upon at least 14 days prior written notice to Hulk MMA & Fitness, cancel a Hulk MMA & Fitness membership.

3.2 The Participant acknowledges that there will be no refund for direct debit or casual memberships on the basis that at least 14 days' notice of cancellation is required and advance direct debit payments are for the same period.

4. **Hulk MMA & Fitness' Rights:**

4.1 Hulk MMA & Fitness may:

4.1.1 vary the delivery of an Hulk MMA & Fitness class at any time without notice;

4.1.2 cancel or postpone an Hulk MMA & Fitness class up to 24 hours prior to the commencement of that Hulk MMA & Fitness class. Where a Hulk MMA & Fitness class is cancelled by Hulk MMA & Fitness, the Participant will be offered the choice of another class;

4.1.3 refuse a Participants entry or continuation to a Hulk MMA & Fitness membership if Hulk MMA & Fitness's Representatives have deemed (at their sole discretion) that a Participant is not medically or physically fit to participate. However, Hulk MMA & Fitness is not able to provide advice concerning medical fitness to undertake any exercise or activity and that it is the Participants responsibility to seek medical advice in this regard; and

4.1.4 refuse a Participants entry or continuation in a Hulk MMA & Fitness class if Hulk MMA & Fitness's Representatives have deemed (at their sole discretion) a Participants behaviour to be unacceptable, unsafe or inappropriate.

Fitness to Participate:

4.2 The Participant undertakes all training at their own risk. The Participant should always discuss any new exercise regime and participation in Hulk MMA & Fitness classes, training sessions, treatments, individual programs, events and other programs with your GP. If a Participant decides to participate in any of these activities and/or use any equipment and machinery without the approval of your doctor, you will assume all responsibility for your participation in the activities, and use of any equipment and machinery in the activities.

- 4.3 It is the Participants responsibility to advise the trainer or practitioner of any health issues or injuries that may impact your ability to undertake any or all of the training before each training session or class commences. If you experience any symptom or injury during a session you must immediately notify the trainer or practitioner.
- 4.4 The Participant warrants that he/she will continue to be medically and physically fit and able to participate in the relevant Hulk MMA & Fitness class. The Participant must immediately notify Hulk MMA & Fitness in writing of any change to his/her fitness and ability to participate. Unless the Participant notifies Hulk MMA & Fitness in writing otherwise, the Participant understands and accepts that Hulk MMA & Fitness will continue to rely upon this declaration as evidence of the Participants fitness and ability to participate.

6. Medical Treatment

The Participant consents and authorises Hulk MMA & Fitness and its Representatives to administer or obtain medical assistance in the event of an accident or medical condition that a Participant may suffer whilst participating in a Hulk MMA & Fitness class and agree to pay for any costs or expenses incurred by Hulk MMA & Fitness in administering or obtaining such medical assistance.

7. Personal Property

Hulk MMA & Fitness cannot (and does not) accept responsibility or liability for valuables left in instructors' bags, or left in the gym or at meeting points for classes.

8. Exclusion of Liability

To the extent permitted by law and while all reasonable care is taken, Hulk MMA & Fitness and its Representatives cannot be held responsible and excludes all liability however arising (including liability for negligence) for direct, indirect or consequential loss, damage, injury, cost and expenses (including without limitation loss of revenue or profits, loss of business opportunity, goodwill and/or data, and failure to realise anticipated savings or benefits).

9. Release and Indemnity

To the extent permitted by law, the Participant releases and indemnifies, and will keep indemnified, Hulk MMA & Fitness and all of their Representatives in relation to all claims which the Participant now, or at any time in the future may have against Hulk MMA & Fitness, arising from or related in any way to my participation in Hulk MMA & Fitness classes or use of their equipment and facilities.

10. Nutrition Waiver

10.1 Any nutrition instruction and advice provided by Hulk MMA & Fitness or any of their Representatives is generic advice only and not for the management of any particular circumstances of a particular Participant.

10.2 None of the information given to a Participant by Hulk MMA & Fitness or any of their Representatives is intended to be a medical diagnoses or advice. Always seek the advice of your physician or other qualified health provider prior to starting any new diet or treatment and with any questions you may have regarding a medical condition.

10.3 The information given to a Participant is not intended for, and should not be used by individuals who are pregnant, nursing, under 18 years old, have health problems, or have other special nutritional or medical concerns.

11. Policies and Codes

The Participant acknowledges that Hulk MMA & Fitness has a number of policies and codes (as available on the website www.hulkmmaandfitness.com.au) to regulate the conduct of members in order to promote an environment that is generally acceptable for all Participants. The Participant acknowledges and agrees to abide by the Hulk MMA & Fitness policies and codes (as available on the website from time to time) and further acknowledges and agrees that a failure to abide by the policies and codes (as determined by Hulk MMA & Fitness acting reasonably) may result in the Participant being immediately removed from the premises, having their membership suspended or cancelled.

12. Locations

The Participant agrees and acknowledges that Hulk MMA & Fitness may conduct its classes from multiple locations (from session to session and also during a particular session). The Participant consents to participating in each session at any of the locations chosen by Hulk MMA & Fitness and acknowledges that Hulk MMA & Fitness may or may not hold all requisite council issued permits for each relevant location.

13. Privacy

The Participant agrees and understands that the information provided by the Participant is necessary for the Participants inclusion in any Hulk MMA & Fitness membership. The Participant acknowledges and agrees that the information will only be used by Hulk MMA & Fitness to facilitate the conduct of Hulk MMA & Fitness membership. As part of the Participants enrolment with Hulk MMA & Fitness, the Participant acknowledges that he/she may receive information from time to time about the products and services offered by Hulk MMA & Fitness. If the Participant does not wish to receive such information from Hulk MMA & Fitness, the Participant will notify Hulk MMA & Fitness in writing.

14. Photographs and right to use

Photos of the Participant may be taken (during the conduct of a Hulk MMA & Fitness class or session) and used by Hulk MMA & Fitness for promotional purposes, without payment or compensation to the Participant. Such photos are and will remain the property of Hulk MMA & Fitness and to the extent required the Participant assigns all necessary intellectual property rights to vest all right title and interest in all relevant images in Hulk MMA & Fitness.

15. **Assignment**

Hulk MMA & Fitness may assign or otherwise deal with this Agreement at its sole discretion. The Participant cannot assign any rights under this agreement with Hulk MMA & Fitness without the prior written consent of Hulk MMA & Fitness (which it can give or withhold in its absolute discretion). For the avoidance of doubt, a Participant cannot transfer their right to attend and participate in any Hulk MMA & Fitness membership in their place without the prior written consent of Hulk MMA & Fitness (which it can give or withhold in its absolute discretion).

16. **Severability**

15.1 If a provision in this Agreement is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

15.2 If it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Agreement.

17. **Variation**

An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

18. **Governing Law and Jurisdiction**

This Agreement is governed by and is to be construed in accordance with the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and waives any right to object to proceedings being brought in those courts.