

CLUB MEMBERSHIP APPLICATION

By becoming a Pulse Club member you may gain access, to the gym, indoor and outdoor pools and tennis courts ("Pulse Facilities"), and enjoy the benefits of Pulse Club membership. Please fill out this application, read the terms and conditions on the reverse and sign. Please return the form to the Pulse reception desk. On receipt of your completed application and payment of membership fees, your membership will be activated and your Pulse Club membership swipe card will be programmed for access into Pulse Club facilities. Pulse Club is a private club and is independent from any strata scheme at The Waterfront.

MEMBER DETAILS _____ Last name: _____ First Name: ____ Membership No. \square Mr \square Mrs \square Ms \square Miss Address: _____ Building Name: ____ Suburb: _____ State: ____ Postcode: ____ Phone (Business): Home: Mobile: PROOF OF IDENTIFICATION: ______(Attach a copy for identification) PROOF OF RESIDENCY OR OWNERSHIP SIGHTED: (Attach a copy) MEMBERSHIP TYPE AND FEES **TENANT (GOLD MEMBERSHIP) OWNER (PLATINUM MEMBERSHIP)** \$25 Joining / Access fee \$25 Joining / Access fee + \$22.90 per fortnight + \$2.20 Ezidebit admin fee Lease expiry date: / /20 **ACCEPTANCE** Signed: I agree to the terms and conditions in this application (without limitation to those on the back of this application form) Signature: _____ Print Name: _____ (If under 18 yrs of age) Parent or guardian's signature: ______Print Name: ____ Date: / /

*Where this agreement is signed by a child under 18 years of age, the child and parent or legal guardian must both sign in front of a staff member and provide proof of identity. In doing so the parent or legal guardian acknowledges that they are authorised to enter into the agreement on behalf of the child and take responsibility for the behaviour of the child and any obligation under this agreement.

OFFICE USE Staff name: ______ Signature: _____



TERMS AND CONDITIONS

By signing this form you confirm you have read and understood the following conditions and liabilities and agree to be bound by them.

1. I agree with Pulse Club Ltd that I and any of my guests and children ("invites") will use/hire Pulse Club facilities.

2. Members Fitness and health and liability

- a. I understand that gym work, tennis, swimming and any other activity associated with my invitees use of Pulse facilities as a sports/leisure activity can be dangerous and has inherent risk of physical injury or even death. I confirm that my invitees and I have all necessary skill to use the Pulse Club facilities and agree to undertake the activity at our own risk.
- b. I agree to be responsible for and will to the fullest extent permitted by law release and indemnify Pulse Club Ltd from all claims, loss and liabilities made against Pulse Club Ltd arising from, caused by or incidental to my, or my invitees use of the Pulse Club facilities, including any claims or liability arising from any negligence by Pulse Club Ltd its agents, employees or contractors during my or my invitees hire or use.
- c. I am responsible for and I release and indemnify Pulse Club Ltd from and against any responsibility or liability for any loss, damage or injury caused to myself, my property, my invitees, their property, any other person or their property during my hire or use of Pulse Club facilities.
- d. I undertake that I and my invitees will not be under the influence of alcohol or drugs when using the Pulse Club facilities.
- e. During my or my invitees use/hire, I am responsible for caring for any equipment and property forming part of the Pulse Club facilities and ensuring they are left in a clean, undamaged state. In the event that Pulse Club facilities and left in an unclean state, or any damage is caused to them or there is a loss of any Pulse Club facility during my use or hire, I agree to pay Pulse Club Ltd forthwith full compensation as determined by Pulse Club Ltd to reinstate, repair or replace the Pulse Club facilities.
- f. I acknowledge that I and my invitees are not aware of any medical condition which precludes physical activity or exercise and that I or my invitees will not use Pulse Club facilities when suffering from contagious or infectious illness that may be detrimental to the health and safety of other members.
- g. I acknowledge that I on my own behalf and on the behalf of my invitees assume any risk associated with the use of Pulse Club facilities.

3. Termination of Agreement

- a. If I or any of my invitees use Pulse in a manner which Pulse Club Ltd considers unsuitable or inappropriate, or in breach of any term or condition, rule or regulation or are in default of any payment due, Pulse Club Ltd is able to immediately expel the member or guest and or terminate my membership immediately and without notice.
- b. If I am expelled or my Pulse Club membership is terminated I will forfeit all entitlements of membership without claim of any kind including for refund of any amount of membership fees paid and within 30 days of termination or expulsion pay any outstanding amount owed to Pulse Club Ltd and immediately return my Pulse Club membership swipe card and any other property belonging to Pulse Club Ltd.
- 4. Pulse Club memberships are not refundable and non-transferable. Members may cancel by providing minimum 2 weeks notice with no fee.
- 5. I understand that I have seven calendar days from signing this agreement to cancel this agreement, I will notify Pulse Club Ltd within seven calendar days from signing this agreement.

6. Swipe Cards

- a. Pulse Club members are responsible for Pulse Club member swipe cards.
- b. Lost and damaged cards must be reported to member services at Pulse Club. A \$25.00 fee will be charged to replace lost or damaged cards.
- c. Pulse Club membership swipe cards remain the property of Pulse Club Ltd.

7. Guests/Invitees

- a. Invitees may only use/hire the Pulse facility if they are accompanied by a Pulse Club member at all times.
- b. Invitees must sign a temporary membership form located at Pulse Club member services prior to use or hire of the facility.
- c. Children aged 16 years and under must be under the direct supervision of a Pulse Club member at all times while in any area of Pulse Club including the pool and tennis courts. I acknowledge that Pulse Club Ltd has no responsibility for the care or supervision of any children.
- 8. I agree to be bound by any rules and regulations which may be provided by Pulse Club Ltd from time to time.

9 Member Services

- a. I understand that my Pulse Club membership entitles me to the use of a member services and that I am responsible for all costs incurred by the member service, for my, my invitees or my children's use of this service, including without limitation any fees charged by member services for obtaining a service.
- 10. I understand that I can only cancel my membership at the end date of the agreement or by providing minimum 2 weeks notice with no fee.
- 11. Pulse Club Ltd reserves the right to charge Pulse Club members a fee for any defaulted payments.
- 12. The indemnities and release in this form continue after termination of my, and my invitee's use of the Pulse Club facilities.
- 13. I understand that I and my invitees will be monitored by security cameras whilst using Pulse Club Facilities.
- 14. I understand that Pulse Club membership, membership payment and Pulse Club facilities may change from time to time at the discretion of Pulse Club Ltd.
- 15. I confirm I am over 18 years old and if not my parent or quardian's signature appears on the front of this application form.