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

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

1. **Members Fitness and health and liability**
   1. 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.

bb. I am 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.

cc. 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.

1. I undertake that I and my invitees will not be under the influence of alcohol or drugs when using the Pulse Club facilities.
2. 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 are 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.
3. 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.
4. 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.

#### Termination of Agreement

* 1. 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.
  2. 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 tag and any other property belonging to Pulse Club Ltd.

#### Pulse Club memberships are not refundable and non-transferable. Members may cancel by providing minimum 2 weeks notice with no fee.

1. **Access Tags**
   1. Pulse Club members are responsible for Pulse Club member swipe tags.
   2. Lost and damaged tags must be reported to member services at Pulse Club. A $30.00 fee will be charged to replace lost or damaged tags.
   3. Pulse Club membership swipe tags remain the property of Pulse Club Ltd.

#### Guests/Invitees

* 1. Invitees may only use the Pulse facility if they are accompanied by a Pulse Club member at all times.
  2. Anyone 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.

1. I agree to be bound by any rules and regulations provided by Pulse Club Ltd, which may change from time to time.

#### Member Services

* 1. 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.

1. Pulse Club Ltd reserves the right to charge Pulse Club members a fee for any defaulted payments.
2. The indemnities and release in this form continue after termination of my, and my invitee’s, use of the Pulse Club facilities.
3. I understand that I and my invitees will be monitored by security cameras whilst using Pulse Club Facilities.
4. I understand that Pulse Club membership, membership payment and Pulse Club facilities and policies may change from time to time at the discretion of Pulse Club Ltd.
5. I confirm I am over 18 years old and if not my parent or guardian’s signature appears on the front of this application form.
6. I agree to follow Pulse policies, rules, regulation and staff directions at all times,
7. I agreed to be respectful and polite to staff members and guests at all times.
8. I agree to adhere to Pulse terms and conditions, failure to do so may or will lead to a temporary or permanent ban from the club and its facilities.