

# New Member Form - Alpha Brave CrossFit

You have decided to become a member of Alpha Brave CrossFit! That is awesome!

**Please fill in the details below.** Once confirmed, you will be sent an email for you to fill in your payment details and confirm your membership.

- \$60 Unlimited (Open term)
- \$55 Unlimited (6 Month Minimum Term)
- \$50 13 Classes per month (Open Term)
- \$45 13 Classes per month (6 Month Minimum Term)
- \$40 CrossFit Women Classes only per week (Open term)
- \$35 CrossFit Women Classes only per week (6 Month Minimum Term)
- \$40 CrossFit Blitz Only (Open term)
- \$35 CrossFit Blitz Only (6 Month Minimum Term)
- \$40 Any 2 CrossFit Classes per week (Open term)
- \$35 Any 2 CrossFit Classes per week (6 Month Minimum)

- Yes, I am a full time student and would like to receive 15% off my membership (with proof of study, due 31st Jan each new year)
- Yes, I am a community service card holder and would like to receive 15% off my membership. My Community card expiration date is: \_\_\_\_\_
- Yes, I am a senior citizen and would like to receive 15% off my membership.

Please enter your details below, then read through the next 2 forms. Sign them all if you agree, to confirm your membership with Alpha Brave Cross

## DIRECT DEBIT REQUEST

Ph: 075604462

## NEW CUSTOMER FORM

YOUR DETAILS	Please complete this form using a BLACK PEN. * Indicates a MANDATORY FIELD	
Business:	Alpha Brave Ltd	<b>100-417-328</b>
Customer Reference:	<input style="width: 100%;" type="text"/>	
* Surname:	<input style="width: 80%;" type="text"/>	* Given Name: <input style="width: 80%;" type="text"/>
* Mobile #:	<input style="width: 80%;" type="text"/>	<input type="checkbox"/> I authorise Ezidebit to remind me of upcoming debits via SMS
* Email:	<input style="width: 100%;" type="text"/>	
* Address:	<input style="width: 100%;" type="text"/>	
* Suburb:	<input style="width: 80%;" type="text"/>	* Postcode: <input style="width: 100px;" type="text"/>

DEBIT ARRANGEMENT	Including payment details and associated fees/charges detailed below and/or the total amount billed for the specified period for this and any other subsequent agreements or amendments between me/us and the Business and/or Ezidebit	
<input type="checkbox"/> Once Only Debit	On Date: <input style="width: 20px;" type="text"/> / <input style="width: 20px;" type="text"/> / <input style="width: 20px;" type="text"/> <small style="display: flex; justify-content: space-around; width: 100%;">D D M M Y Y</small>	Debit this amount: \$ <input style="width: 100px;" type="text"/>
<input type="checkbox"/> Regular Debits	Starting on Date: <input style="width: 20px;" type="text"/> / <input style="width: 20px;" type="text"/> / <input style="width: 20px;" type="text"/> <small style="display: flex; justify-content: space-around; width: 100%;">D D M M Y Y</small>	Debit this amount: \$ <input style="width: 100px;" type="text"/>
Frequency:	<input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly <input type="checkbox"/> 4 Weekly	
Duration:	<input type="checkbox"/> Continue regular debits until further notice (Minimum of <input style="width: 20px;" type="text"/> Debits)	
<b>Administration Fee (once only) up to:</b> \$5.50	<b>Bank Account Transaction Fee:</b> Paid By Business	<b>Credit Card Transaction Fee:</b> VISA/Mastercard: Paid By Business N/A AMEX/Diners: N/A
<b>Optional SMS Payment Reminder:</b> \$0.20 per SMS		<b>Failed Payment Fee:</b> \$21.90

## 1) Alpha Brave CrossFit: MEMBERSHIP AGREEMENT

### 1 Membership Fees and Charges

Fees are deducted via our direct debit provider, Ezidebit. Fees are subject to change with 30 days notice. No refunds will be given. Payments, dishonor fees, declined fees, and direct debit administration are as indicated on the direct debit authorisation form.

### 2 Cancellation

All memberships may be canceled at any time by giving a 30 day notice. Notice must be received by email to [rose@alphabravecrossfit.nz](mailto:rose@alphabravecrossfit.nz). Open membership terms do not attract any cancellation fees. Fixed/Minimum term memberships will attract a cancellation fee of 50% of the fee for the remaining term. The cancellation fee will be deducted at the expiry of the notice period. Specialty courses and workshops are non-refundable unless stated otherwise. If your personal circumstances change, please talk to us. If we terminate your membership for any reason, we will refund you a pro rata portion of any fees paid in advance and no cancellation fee will be applied.

### 3 Holds

All membership holds must be given with 2 weeks notice, unless proof of injury can be provided. We allow a hold on your membership for a minimum of 4 week, and a maximum of 12 weeks per annum, with one hold per annum (unless at discretion of Alpha Brave CrossFit). There is a \$5 per week-of-hold administration fee to administer hold requests. During your hold period you will not have access to the premises, equipment or classes. Hold requests are to cover injury, financial hardship, and absence due to travel. No holds are permitted during the months of December and January. If you cancel during a hold period, your membership will be reinstated and your cancellation notice period and any membership fees, charges, and cancellation fees will be deducted.

If you hold your membership on a fixed/minimum term contract, the date of the minimum term will be extended equally to the time of the membership hold.

### 4 Rules, Policies, Regulations

You agree to observe and exemplify the rules, policies, and regulations as communicated to you. We reserve the right to terminate the membership of anyone who refuses to abide by our rules, policies, and regulations. We reserve the right to add, amend, or remove rules, policies, and regulations. We may also add, amend, or remove membership terms, opening and closing

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hours, class schedules and all services and facilities offered by us. Any changes will be communicated to you in writing to the email address you have provided giving 30 days notice.

### 5 Damages

You are responsible for any damages to our property or premises which results from your willful or negligent conduct of yourself, your guest, or your children.

### 6 Non-transferable

This agreement cannot be transferred or assigned by you to any other person.

### 7 Acknowledgement

You acknowledge that together with this Agreement, each of the below must be completed prior to activating your membership with us and each forms part of this Agreement:

- EziDebit authorisation form
- Health Screen Questionnaire
- Waiver and Release Form

You acknowledge that you have read and fully understand and agree to be bound by the terms of this Agreement.

<b>Signed by Member:</b>	<b>Date:</b>
<b>Signed by Parent / Guardian:</b>	<b>Date:</b>

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## 2) ALPHA BRAVE CROSSFIT

### DISCLAIMER AND RELEASE

#### MEMBER DETAILS

Name:

Date of birth:

Address:

Mobile number:

Email Address:

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO INITIATE LEGAL PROCEEDINGS AND CLAIM COMPENSATION.** You are expressly advised and you acknowledge that the services we offer carry risks including risk of personal injury. You agree to participate at your own risk.

In this Agreement, **our services** includes but is not limited to the services we provide to you as detailed on our website, provided remotely, or at our premises from time-to-time and other services provided to the participant by us (at your request); and **injury** means all forms of physical, mental and emotional injury in any way related to these services including but not limited to breaks, strains, lacerations, dislocations, exercise-induced rhabdomyolysis, heart failure, concussion, heat illness, dehydration, trauma, anxiety, fears, and death. In this document **the Gym, us** or **we** means ALPHA BRAVE CROSSFIT.

Our Services are designed for use by persons under the age of 18 as well as adults. We provide our Services to persons under the age of 18 (**Minor**) where a parent or legal guardian agrees to these terms and conditions on behalf of the Minor. If we are not satisfied that a parent or legal guardian has agreed to these terms and conditions on behalf of a Minor, we may choose not to commence providing our Services to you or if we have commenced providing our Services to you, suspend and/or cease providing our Services to you.

#### CONDITIONS OF PARTICIPATION

We comply with all **COVID-19** safety regulations as advised from time to time . You must comply with those regulations as well. We reserve the right to refuse to provide you with our services if you do not comply with our reasonable directions for compliance with those regulations that we must enforce. We are not liable to you in any way if you suffer illness, loss or damage arising out of COVID 19.

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*You must:*

- *follow our directions or the directions of our employee or contractors;*
- *not interfere with the quiet enjoyment of our Services by other customers;*
- *not be rude to any person whilst participating in our Services;*
- *dress appropriately for our Services;*
- *not smoke in or about the premises at which our Services are held;*
- *not take photographs or video without the express permission of the subject including those surrounding the subject who may be caught in the photo or video.*

If you breach any of these conditions of entry in any way, we reserve the right to eject you from participating in our Services and/or the premises and in such case, no refund in part or full will be given.

### **IN CONSIDERATION OF US ALLOWING YOU TO PARTICIPATE IN THE SERVICES, I ACKNOWLEDGE, UNDERSTAND AND AM AWARE THAT:**

I have voluntarily chosen to participate in the services provided by us. I understand that such services can result in enhanced fitness and recovery from injury. However, I also understand that there are inherent risks in participating in these services. I have been informed of the how the services are provided and their desired effect and also the potential for unusual, but possible, physiological results including but not limited to injury. I have been advised to access the services in such a way as to minimise the risks of injury. I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury that may result from participation in the services provided by us.

I understand that participation in the services is entirely voluntary, and that I am not obligated to participate in any service that I do not wish to do, and that it is my right to refuse such participation at any time or to end participation in a service at any time. I understand that should I feel light-headed, faint, dizzy, nauseated, or experience any pain or discomfort, **I am to stop the service and inform the Gym as soon as possible.** I agree to notify the Gym of any **pre-existing medical condition** I may have prior to the start of services. I give the Gym permission and authority to seek emergency medical services for me should I become injured with the understanding that I am responsible for any expenses incurred.

If I am signing on behalf of a person under the age of 18, I also give full permission for any person connected with the Gym to administer first aid deemed necessary, and in any case of serious injury, I give permission and authority to the Gym to seek emergency medical services for the minor with the understanding that I am responsible for any expenses incurred. I agree to notify the Gym of any **pre-existing medical condition** that the minor may have prior to the start of any services.

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## MODEL RELEASE

You licence to us on a world wide, perpetual, royalty free basis any photo or recording we take when you use our Services and you grant us permission to use this licence in our marketing in any manner whatsoever. This may include an image of you. If you do not want an image of you taken please advise us in advance.

## WAIVER AND RELEASE

I agree to **waive any and all claims** that I have or may have in the future against the Gym, future directors, officers, employees, agents, volunteers, and independent contractors, all of whom are collectively referred to as the **Releasees**. I agree to release the Releasees from any and all liability for any loss, damage, injury or expense that I may suffer or incur, or that my next of kin may suffer or incur, as a result of my participation in services provided by the Gym due to any cause whatsoever including negligence, breach of contract, or breach of any statutory or other duty of case. I agree to hold harmless and indemnify the Releasees from any and all liabilities for any damage to the property of, or personal injury to, any third party, resulting from my participation in the services provided by the Releases. New Zealand law implies certain consumer guarantees. Those guarantees are not affected by this release. This document shall be binding upon me, my successors, representatives, executors, assigns or transferees. If any portion of this Agreement is held invalid, the remainder of the Agreement shall remain in full legal force and effect.

**I HAVE READ AND UNDERSTOOD THIS DOCUMENT AND I AM AWARE THAT BY SIGNING THIS DISCLAIMER AND RELEASE, I AM OBLIGATED TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.**

**I UNDERSTAND THAT BY SIGNING THIS FORM, I AM WAIVING VALUABLE LEGAL RIGHTS.**

**Participant/Guardian  
Signature**

**Date Signed**

**Authorised Person  
on behalf of the Gym  
Signature**

**Date Signed**