



## TERMS AND CONDITIONS OF USE

The following important information affects your legal rights and obligations. Please read this document carefully and sign to indicate you have understood and agree to the conditions of undertaking activities at the Hobart PCYC. Do not sign this document or undertake activities unless you are satisfied that you understand this document and agree. If you are less than 18 years of age a parent or guardian must read and understand this form and also sign. By signing this form you acknowledge and agree to the following: -

### GENERAL

1. I acknowledge and agree that the activities organised and conducted by the Hobart PCYC (PCYC), including but not limited to weight gym and fitness, senior fitness classes, gym sports, self-defence classes, disability activities and other associated activities expose me to inherent dangers and risks, including the risk of injury or death.
2. I acknowledge and agree that whilst the PCYC may have made every effort to reduce the above-mentioned risks, these are risks inherent in my participation in all activities associated with PCYC and that due to the nature of PCYC activities it would be unreasonable for PCYC to be in any way responsible for any injury or death that I may suffer. I acknowledge and agree that I am undertaking the PCYC activities freely, voluntarily and absolutely at my own risk and with full appreciation of the nature and extent of all risks involved in PCYC activities.
3. I acknowledge and agree that these terms and conditions are subject to change and that it is my responsibility to check the PCYC website for the most up-to-date version. I understand that a hard copy may be requested at any time.

### SAFETY/SECURITY REQUIREMENTS

4. I acknowledge and agree that whilst PCYC may have made every effort to reduce the risks and hazards associated with PCYC activities, there are numerous hazards that can occur whilst participating in PCYC activities, whether at the PCYC premises or not. I acknowledge that due to the nature and layout of PCYC's multi-purpose facility, environmental factors such as equipment layout may create hazards, including but not limited to trip and slip hazards.
5. I acknowledge and agree that I have an obligation to participate in PCYC activities in accordance with all safety requirements and with regard to other participants. I agree to adhere to expressed or customary rules and general codes of conduct set out by PCYC or as otherwise directed by PCYC. I acknowledge and agree that if I fail to observe these rules and directions I may be asked to leave the premises or have my access rights (including membership) suspended or cancelled in accordance with the PCYC constitution.
6. I acknowledge and agree that I have the responsibility to ensure the safety of any children in my care prior to and after any use of the facility or class/program conducted by the PCYC and I agree that it is my responsibility to read and abide by the PCYC's Unaccompanied Minors Policy. I understand that a full copy may be obtained by request at the Reception Desk or online at [www.hobartpcyc.org.au](http://www.hobartpcyc.org.au)

7. I acknowledge and agree that the PCYC shall operate recorded video surveillance and that member access to the facility is by use of the member key tag that is scanned at the Reception Desk upon arrival. Replacement key tags for lost or misplaced key tags will attract a \$5.00 replacement fee.
8. I acknowledge and agree that:
  - a. I may not bring guests into the facility at any time without prior written consent of the PCYC; and
  - b. that members must not allow any other person to use their key tag and must advise the PCYC immediately if it is lost or stolen.

If either of these conditions is breached the PCYC may charge me a guest fee and/or may suspend or cancel my access rights (including membership) and may charge me \$250.00, which I acknowledge and agree is a genuine pre-estimate of the loss suffered by the PCYC in such circumstances.

9. I acknowledge and agree personal training services provided in the facility may be provided either by the PCYC, its employees or authorised independent contractors in operation of that contractor's own business. No other personal training may be conducted on the premises.
10. I acknowledge and agree that all members have access to a free orientation session including advice on the proper use of facility and equipment and that it is the member's responsibility to request this orientation service.
11. I acknowledge and agree that I must wipe down equipment and rack up any weights used.
12. I acknowledge and agree that I must use the safety facilities provided on equipment and shall seek instruction from PCYC staff if unsure about the use of equipment.
13. I acknowledge and agree that unruly behaviour, vulgar language or improper use of equipment in the facility or being present in the facility while intoxicated, whether as a result of alcohol or drug ingestion, or other inappropriate behaviour is not permitted. If I do any such thing, PCYC may suspend or cancel my access rights (including membership) without any entitlement for refund.
14. I acknowledge and agree that I must not photograph or video at any time while inside the facility.
15. I acknowledge and agree that persons under the age of 18 years are not permitted to use the facility, unless a parent/guardian has assumed personal and financial responsibility requiring both parties' signatures at the time of signing the relevant access/use form. Minimum entry age to the weight gym is 15 years.
16. I acknowledge and agree that appropriate attire must be worn in the facility at all times. Sports shoes are compulsory for the gym. Work boots, street shoes, thongs and open-toed sandals are not acceptable. Jeans and drill trousers are not permitted. No hoods are to be worn over the head or face on entry or in the facility. PCYC staff have the right to refuse entry to anyone inappropriately dressed.

### MEDICAL CONDITIONS

17. I agree to inform PCYC of any medical conditions or existing injury that may impair my ability to participate or increase my chance of further injury or harm by truthfully completing the PCYC Medical Clearance Form to the best of my knowledge. I hereby give my consent to first aid care, hospital care and/or medical assistance which PCYC and its agents consider appropriate or necessary if at that time I am not able to give my consent due to unconsciousness or other medical incapacity.

I agree to meet any expense associated with such medical assistance. I acknowledge and agree that PCYC has no responsibility for my treatment or transport should I sustain an injury whilst participating in PCYC activities.

**PROMOTION/ADVERTISING**

- 18. I acknowledge and agree that I may be photographed or filmed by PCYC or its agents whilst undertaking activities with PCYC and these may be used for promotional purposes by PCYC. I permit PCYC to use my name, image, likeness and my performance in any PCYC activity at any time for any purpose whatsoever without any form of reimbursement. I will inform PCYC in writing if in the future I want to withdraw this permission.
- 19. I acknowledge and agree I may not affix any advertising nor otherwise advertise in the facility.

**INDEMNITY WITH RESPECT TO PCYC ACTIVITIES**

- 20. To the extent permitted by law, I release PCYC, its related entities and agents (including their respective directors, officers, employees, members, contractors, teams, agents, mentors and volunteers) ('the Indemnified Group') from any liability for any damages, loss, liability or injury I may suffer or incur (whether fatal, property or otherwise) relating to or arising out of my participation in PCYC activities and use of any piece of equipment designed or used for the purpose of providing PCYC activities ('Liability'), whether the PCYC activities are on-site at any property owned or occupied by the PCYC or off-site ('the Facilities'), howsoever caused (including negligence), except to the extent that the Indemnified Group are insured in respect of such Liability. I agree and acknowledge that to an extent I am waiving my right to pursue any contractual rights, express or implied, that may arise in relation to my relationship with PCYC (or casual use at any other time) and any claims that I may have in relation to breach of duty or negligence. I agree that this release shall apply to and on behalf of any minor on whose behalf I have signed as parent and/or guardian.
- 21. I agree to indemnify on a continuing basis and on a full indemnity basis the Indemnified Group and each of them for any damage, loss, liability or injury that any one or more of the Indemnified Group may suffer or incur (including by indemnity to third parties) as a result of my conduct (or the conduct of any minor on whose behalf I have signed as parent and/or guardian) at or in the course of any PCYC activities (supervised or unsupervised) and/or my (or their) use of the Facilities.

**PAYMENT**

- 22. I agree to pay the costs of attending PCYC including class or training session fees, PCYC membership fees, specific activity Insurance and Registrations fees (e.g. Gymnastics Australia or Boxing Tasmania Fees), Administration or Equipment Levies and other associated fees outlined on the Club Invoices, membership/registration forms or the Website/Brochures. I also agree to pay the costs of any additional Competition Entry Fees, Grading Level Badges, Event Fees or other costs that I may opt to incur.
- 23. I agree that if my payment is not paid or a regular payment plan (via direct debit) organised and adhered to under the set terms and

conditions, that I will pay an additional Administration Fee of \$25.00 where any scheduled direct debit payment is unsuccessful or any invoice is over 30 days late to cover PCYC's additional costs, AND I will pay all Collection Agency/Legal Fees incurred in the recovery of the outstanding amount.

- 24. I agree that the PCYC may deactivate a member's key tag while any payment is outstanding.
- 25. I agree that I may only cancel this agreement by giving four (4) weeks notice and completing and signing a "Notice of Cancellation" form, the original of which shall be delivered to the PCYC during staffed hours. A phone call or email is not considered an acceptable form of notice of cancellation.
- 26. I agree that unless cancelled, as provided in this agreement, I will be responsible for all payments due and owing under this agreement, even if there is no use of the facilities and services. In the event of death or disability, liability for fees will terminate at the date of death or disability. If the facility becomes temporarily unavailable due to events such as fire, flood, loss of lease or the like the PCYC will extend a member's privileges for the same period as the facilities were unavailable.
- 27. I agree that PCYC may change any of its membership fees unilaterally, and that I will pay the new membership fees (including any increase) after a notice period of not less than four (4) weeks has been provided to me by letter, email or notice erected at the Reception Desk.
- 28. I agree that if I am having difficulty paying an invoice or other PCYC cost that I will make an appointment to speak to the Club Manager (or nominee) that has discretion in these matters, about organising a Payment Arrangement or other Arrangement.
- 29. I agree that membership rights may not be transferred and that the PCYC is not required to recognise or accept any purported or attempted transfer of membership rights.

**PRIVACY/MEMBER DETAILS**

- 30. I acknowledge that the PCYC respects the privacy of individuals.
- 31. I agree that the PCYC, its authorised staff, volunteers, contractors and government agencies or referral agencies covered by law, may be recipients of my personal information ('Recipients').
- 32. I permit the use of my personal information by the Recipients in accordance with the PCYC's Privacy Policy.
- 33. I agree that it is my responsibility to access the full details of the PCYC's Privacy Policy and understand that a full copy may be obtained by request at the Reception Desk or on line at [www.hobartpcyc.org.au](http://www.hobartpcyc.org.au)

**LEGAL ADVICE**

- 34. I confirm that I have been advised by the PCYC to obtain legal advice before signing this document.

**MEMBER SIGNATURE**

User Signature: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**HOBART PCYC STAFF MEMBER SIGNATURE**

Signed for and on behalf of the Hobart Police and Community Youth Club Inc:

Staff Signature: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_