

Gym Membership Application & Health Check



Welcome to Ara Institute of Canterbury Sports and Recreation Centre.
Thank you for choosing us as your preferred gym facility provider.

Set out below is your application to become a member of the gym. Please ensure that the information you provide in your application is up to date and accurate to ensure your application is processed without delay.

When you have completed the form, please take it to Student Finance City campus office to pay for your membership. Payment can be made by cash or EFTPOS. Then take your form and receipt to the Security Desk to update your Ara ID card with access to the gym. If you do not have an ID card, you will be issued with one.

Membership details

I AM A:		CASUAL	1 MONTH	3 MONTH	6 MONTH	12 MONTH
New member						
Returning member						

Personal details

Name

Student ID/staff ID

Date of birth

Address

Suburb

City

Email

Best contact phone number

Emergency contact name

Emergency contact number

Health and medical history

If you have ever suffered from any of the following medical conditions, have a mental or physical disability or are presently taking any medication on a daily basis, you will need to obtain a medical certificate from your health professional proving it is safe for you to exercise.

If you are a student or staff member at Ara, the Health Centre can assist you with this at no charge. Please contact the Health centre and book an appointment with the doctor - phone 03 940 7566.

- Diabetes
- Stress or High Blood Pressure
- Asthma or Respiratory Illness
- Heart or Chest Pains
- Epilepsy, Fainting or Dizziness
- Arthritis
- Neck or Back Pain
- Other

Yes, I have suffered from one or more of the above medical conditions, have a disability and/or am currently taking medication/s.

No, I have not suffered from one or more of the above medical conditions, have a disability and/or am currently taking medication/s.

Medical clearance certificate has been received and is attached.



Injury history

Please detail any injuries that you have had in the last six months e.g. right calf strain, etc.

Agreement confirmation

I agree to all terms and conditions accompanying this form and acknowledge receiving a copy of the agreement.

Member's name

Signature

Date

Parental/Guardian consent required if under 18 years old

Parent/Guardian's name

Signature

Date

Best contact number

Additional services available

Please tick if you would like to find out more about:

Sports & Recreation

- ☐ Personal training
- ☐ Gym programmes
- ☐ Group fitness schedule
- ☐ Social sports
- ☐ Facility hire

Sports Science and Wellness

- ☐ Body composition analysis
- ☐ Nutrition advice
- ☐ Sports development programme
- ☐ General fitness testing
- ☐ Physiological lab testing
- ☐ MAP - Mobility Action Plan (Osteoarthritis of the hip and/or knee)

OFFICE USE ONLY

Total payment received
(circle)

	CASUAL	1 MONTH	3 MONTH	6 MONTH	12 MONTH
Student/Group	\$10	\$40	\$105	\$180	\$300
Staff	\$10	\$50	\$120	\$210	\$350
Community	\$15	\$80	\$225	\$420	\$700

Security use only

Start date

Expiry/renewal date

Your Membership and our Terms and Conditions

Your acknowledgement and acceptance

- 1 I understand that this agreement is legally binding between me and Ara Institute of Canterbury.
- 2 I have been given the opportunity and have read and understood Ara Institute of Canterbury's membership terms and conditions set out below, and I agree to be bound by them.
- 3 I have given Ara Institute of Canterbury my details in this membership application, which are to the best of my knowledge true and correct.
- 4 I understand that Ara Institute of Canterbury will collect and retain personal information from me for the purposes of processing my membership application (which may include a credit check).
- 5 I understand that I must answer the health/medical section above honestly. If I have answered "Y" to any of these questions, I will need to obtain a medical clearance certificate from my doctor proving it is safe for me to exercise. The medical clearance certificate will need to be returned with this application before I can use the gym.
- 6 If my health/medical status changes at any time during the course of this membership, I will need to complete a new membership form and advise the Manager, Recreation Centre of my change in status. The Manager may adjust my membership accordingly.
- 7 I understand that if I do not provide the information requested, my membership application may be refused. I understand that I have the right to access my personal information held by Ara Institute of Canterbury from time to time, and ask for my personal information to be corrected if necessary.
- 8 I agree to receive emails from Ara Institute of Canterbury from time to time regarding my membership, and any other information that may be associated with me being a member of Ara Institute of Canterbury.

Terms and conditions for gym members

1 Definitions

In this agreement unless the context otherwise requires:

"Agreement" means the gym membership application form and these terms and conditions of membership.

"Ara Institute of Canterbury Recreation and Sport Centres" means the recreation and sport centre operated by Ara Institute of Canterbury in the Te Whareora building.

"Member" means the person named on the membership application form and references in these terms and conditions to "you" or "your" is a reference to the named member.

"Membership Application Form" means the attached application form for becoming a member of the Ara Institute of Canterbury gym, which must be completed and signed by the member and their parent or legal guardian if they are under 18 years of age.

"Code of Conduct" means the rules pertaining to the use of the gym. These are displayed in the gym.

2 Application and agreement

- 2.1 This agreement is between the member and the Ara Institute of Canterbury and applies to your access to, and use of, the Ara Institute of Canterbury gym.
- 2.2 This agreement constitutes the entire agreement between you and Ara Institute of Canterbury relating to your membership of the Ara Institute of Canterbury gym and replaces all prior agreements or undertakings, whether written or oral.

3 Membership period

- 3.1 Your membership will commence on the start date and will end on the expiry date, as specified on the membership application form.
- 3.2 The membership duration for this agreement is specified on the membership application form.
- 3.3 You can upgrade your membership by extending your membership term. Any additional fees will be payable by you at the time of any extension.
- 3.4 Your membership may be renewed by completing a renewal form and making payment at the Student Finance Office.

4 Membership fee

- 4.1 You agree to pay the membership fee specified on the membership application form at the time of application for a new membership and at the time of renewal for any membership renewals.
- 4.2 Payment by cash, cheque (with suitable identification), EFTPOS or credit card will be accepted.
- 4.3 We reserve the right to alter or amend any fees or charges payable by you. This includes but is not limited to any increases payable when upgrading your membership type.

5 Rules of membership

Members must:

- 5.1 Only enter the gym during official opening hours:
 - Monday – Friday: 6am to 9pm (8.30pm is the latest you can enter the gym for a workout)
 - Saturday: 8am to 4pm (last entry 3.30pm)
 - Sunday: 10am to 4pm (last entry 3.30pm)
 - Closed on public holidays, including: Waitangi Day, Good Friday, Easter Monday, Tuesday following Easter, Anzac Day, Queens Birthday, Labour Day, Canterbury Show Day
 - Closed between the Christmas and New Year period as per Ara Institute of Canterbury's official closure period.
- 5.2 Abide by any other rules and conditions imposed by Ara Institute of Canterbury on members, at any time and at Ara Institute of Canterbury's discretion.
- 5.3 Be at least 16 years of age unless alternative arrangements have been agreed with Ara Institute of Canterbury, prior to the entry of the gym.
- 5.4 Members must declare and disclose every medical condition and physical injury and disability they have in the gym membership application health/medical section. A medical clearance certificate will need to be obtained from my doctor proving it is safe for me to exercise. The medical clearance certificate will need to be returned with this application before I can use the gym.

- 5.5 Must enter the gym by themselves using their gym membership card. The weights room is only to be used by members who have paid for a gym membership. Deliberately letting non-gym members into the weights room, or permitting any other person to use your membership card will result in an indefinite suspension of your gym membership.
- 5.6 A membership cannot be transferred to another prospective member
- 5.7 Report any damage to equipment to the Manager, Recreation Centre or available recreation centre staff
- 5.8 Abide by any lawful and reasonable directions of Ara Institute of Canterbury notified to members of Ara Institute of Canterbury's gym, at any time and at Ara Institute of Canterbury's discretion.
- 5.9 Not carry out any offensive, threatening, inappropriate, dangerous or illegal activities on Ara Institute of Canterbury's gym premises, and comply with Ara Institute of Canterbury's health and safety requirements, including those directed to your own health and safety. If you carry out any activity which is illegal, or which Ara Institute of Canterbury considers is offensive, threatening, inappropriate or a danger to you or any other person. Ara Institute of Canterbury reserves the right to suspend your membership or terminate this Agreement. It is Ara Institute of Canterbury's decision as to what constitutes an offensive, threatening, inappropriate or dangerous activity shall be final and binding on you.
- 5.10 Wear appropriate exercise clothing and footwear at all times in the gym
- 5.11 Return equipment after usage
- 5.12 Clean equipment after usage

6 Suspension of membership

- 6.1 Ara Institute of Canterbury may, at any time by notice in writing, immediately suspend your membership and exclude you from the gym for a period of time which Ara Institute of Canterbury in its discretion considers reasonable, if you breach any term of this agreement, including without limitation:
 - a) Breaching the Code of Conduct or any other rules and conditions imposed by Ara Institute of Canterbury, or any other lawful and reasonable direction of Ara Institute of Canterbury; and
 - b) Carrying out any offensive, threatening, inappropriate, dangerous or illegal activity on Ara Institute of Canterbury's gym premises.
- 6.2 During a period of suspension all payments owing by you to Ara Institute of Canterbury under this Agreement must be made. You will not be reimbursed for any period of your membership missed or lost due to a suspension.

7 Freezing your membership

- 7.1 Freezing of memberships will be considered in special circumstances related to permanently leaving the Christchurch region, acute injury, or onset of an existing or undiagnosed medical condition.
Requests can be directed to the Manager, Recreation Centre, email: reccentre@ara.ac.nz

8 Termination of agreement

- 8.1 Ara Institute of Canterbury may, at any time, terminate this agreement immediately by giving you notice in writing if you breach any term of this Agreement, including but not limited to:
 - a) Breaching the Code of Conduct, any other rules and conditions imposed by Ara Institute of Canterbury, or any other lawful and reasonable direction of Ara Institute of Canterbury;
 - b) Carrying out any offensive, threatening, inappropriate, dangerous or illegal activity on Ara Institute of Canterbury's gym premises.
- 8.2 You have a right to terminate this agreement. Ara Institute of Canterbury will not refund any membership fee(s) unless for good reason
- 8.3 You may terminate this agreement on 30 days' notice in writing if you are relocating permanently to reside outside the greater Christchurch region on appropriate evidence of this being provided to Ara Institute of Canterbury. The amount paid by the member for the period after the membership has been terminated will be refunded by Ara Institute of Canterbury to the member; or a medical condition has developed that inhibits participating in physical activity and is verified by a practitioner.
- 8.4 Members who change their mind about being a gym member after they have paid for a membership are not entitled to a refund.

9 Closure of facilities

- 9.1 From time to time, the Ara Institute of Canterbury may have to or choose to close parts of the gym for repairs, general maintenance, refurbishment or health and safety emergencies.

10 Ara Institute of Canterbury's liability to you

- 10.1 You have rights under the Consumer Guarantees Act 1993. Subject to these rights, and any rights given to you under this Agreement:
- 10.2 Ara Institute of Canterbury shall not be liable for any direct and/or indirect and/or consequential loss, damage and/or personal injury that a member may suffer subject to a members and/or visitors right pursuant to the Consumer Guarantees Act 1993. This may include but is not limited to any injury, loss and /or damage that is the result of or is contributed to in any way by any medical condition, physical injury and /or disability that a member/or visitor already has when they apply for a membership whether or not they disclosed it (as require). Compensation for personal injury by accident in New Zealand is provided for by the Injury Prevention Rehabilitation and Compensation Act 2001.
- 10.3 Members and visitors indemnify Ara Institute of Canterbury for any loss, damage and or/personal injury that they may cause to be suffered by Ara Institute of Canterbury

11 Our liability to Ara Institute of Canterbury

- 11.1 You indemnify Ara Institute of Canterbury in respect of all costs (including legal costs), claims, liabilities, losses, damage and expenses suffered or incurred by Ara Institute of Canterbury and any other person claiming through Ara Institute of Canterbury as a direct or indirect consequence of any unlawful, negligent, tortuous, criminal, reckless or dishonest errors, acts or omission of you in relation to your use of Ara Institute of Canterbury's gym and exercise of your rights under this Agreement. This indemnity survives the termination of this Agreement.

12 General

- 12.1 Ara Institute of Canterbury may, at any time and at its discretion, make changes to this agreement, terms and conditions, and code of conduct. Any such changes will be notified to you at least 30 days in advance of such change becoming effective through notice in the Ara Institute of Canterbury gym.
- 12.2 This agreement and your rights under it shall not be transferred or assigned to a third party.

13 Withdrawal and re-enrolment

- 13.1 Where a member cancels an agreement by exercising their rights contained in the right of cancellation in the membership application form, Ara Institute of Canterbury may, at their sole discretion, refuse to accept any new gym membership application form from the member for a period of one month from the withdrawal.

14 Notices

The address for notices for Ara Institute of Canterbury is:

Ara Institute of Canterbury Sports and Recreation Centre
City Campus , PO Box 540, Madras Street
Christchurch 8140
New Zealand

15 Privacy statement

- 15.1 By completing a gym membership application form you are providing personal information about yourself to Ara Institute of Canterbury. You agree that Ara Institute of Canterbury may use that information for the purpose of:
- a) managing your membership, including maintaining your records, recovering outstanding debts and advising you of recreation and sport services and events;
 - b) if you are under 18 years of age, discussing with your parent or legal guardian any matters arising from your membership of Ara Institute of Canterbury's gym;
 - c) if you are the parent or legal guardian of a Member, recovering outstanding debts of the member.
- 15.2 The information may be given to appropriate Ara Institute of Canterbury staff and/or a credit agency in the event of Ara Institute of Canterbury deciding to take action against you for the recovery of outstanding debts.
- 15.3 You agree that you may be contacted by post, email and telephone (including automated telephone messages and text messages) and that Ara Institute of Canterbury will not be responsible for third parties accessing any mail, email transmissions or telephone messages sent to you.
- 15.4 Personal information about you will be held by Ara Institute of Canterbury. You may have access to that information and request changes to it.
- 15.5 You are not required by law to provide personal information. However, if you do not supply the information requested on the membership application form then Ara Institute of Canterbury may be unable to process your application.