

## **GENERAL TERMS & CONDITIONS CQUNIVERSITY OORALEA GYM**



### **Membership:**

1. General membership of the gym is available to staff and students only.
2. Allowing access to the gym to anyone other than the cardholder will result in forfeiture of membership effective immediately.
3. Members are responsible for their access card. Replacement access cards will incur a fee of \$5.00
4. All members agree to abide by all the rules and policies set by CQUniversity for gym use and acknowledge that they may change from time to time.

### **Dress and Conduct:**

1. All members should dress appropriately, including wearing a shirt and closed in shoes at all times. All members must have a towel to be used on all seated and lying equipment'.
2. No open toed shoes, sandals or thongs are to be used while training.
3. CQUniversity is committed to the health, safety and welfare of each of its gym members, and will not tolerate unreasonable, threatening, obscene, harassing, indecent or illegal behaviour.
4. CQUniversity may, at its discretion, request members to leave the premises and, or, cancel their access pending further investigation.

### **Lost Articles and Damage to Member's Property:**

1. All articles are stored at gym member's risk and the gym discourages members from bringing valuable articles to the gym.
2. CQUniversity is not responsible for lost or stolen articles or damage to articles.

### **I wish to apply for membership to the CQUniversity Ooralea Gym and agree to the General Terms and Conditions:**

- I agree to comply with all rules imposed by the university regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.
- I agree to be solely responsible for safety and well-being of myself. I understand that the university does not provide supervision, for the use of the facilities and equipment.
- I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.
- I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

**Signature of applicant:**

**PRINT NAME:**

**Date:**

## ACKNOWLEDGEMENT & WAIVER OF RISKS & INJURY



Participant's Name:

**WARNING – THIS IS AN IMPORTANT DOCUMENT THAT EFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED THAT YOU UNDERSTAND IT.**

**IF YOU HAVE ANY QUESTIONS PLEASE ASK OUR REPRESENTATIVE.**

### ACKNOWLEDGEMENT OF RISKS, INJURY AND OBLIGATIONS

I ACKNOWLEDGE that the activity I have voluntarily agreed to undertake is a dangerous activity and that by participating in it I am exposed to certain risks.

The activity includes, cardio vascular exercise, strength and conditioning training, resistance training, weight lifting, personal training sessions, & training activities undertaken on the premises, and other services provided to the participant by CQUniversity gym based on the Ooralea Campus.

#### I ACKNOWLEDGE AND UNDERSTAND that whilst participating in such activity:

- I may be injured, physically, emotionally or mentally, or may die.
- My personal property may be lost or damaged.
- Other persons participating in such activity may cause me injury or may damage my property.
- I may cause injury to other persons or damage their property.
- The conditions in which the activity is conducted may vary without warning.
- I may be injured or die or suffer damage to my property as a result of negligence or breach of contract by CQUniversity.
- There may be inadequate facilities for treatment or transport of me if I am injured.
- I assume the risk and responsibility for any injury, death or property damage resulting from my participation in the activity.

#### I FURTHER ACKNOWLEDGE AND UNDERSTAND that whilst participating in such activity:

- I will follow the safety advice, training directions and exercise instructions of the CQUniversity Ooralea trainers, contractors, agents and volunteers.
- I acknowledge that there are CCTV cameras within the Gym facility and I may be filmed while exercising.
- If I feel unwell during training or feel pain and/or discomfort, I will cease participating immediately.

If, for any reason, I require first aid or medical assistance, I authorise CQUniversity Ooralea to seek emergency medical assistance on my behalf with the understanding that I am responsible for all costs incurred.



**RELEASE OF LIABILITY AND INDEMNITY TO CQUNIVERSITY AUSTRALIA:**

IN CONSIDERATION of the acceptance of my swipe card for participating in the activity (and except to the extent that the same may be precluded by Law) I AGREE TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against CQUniversity Australia its trustees, directors, owners, officers, employees, trainers, contractors, volunteers, and agents, notwithstanding that such claims may arise due to Negligence, breach of contract, or breach of statutory duty.

**FURTHER:**

- I participate in the activity at my sole risk and responsibility.
- I release, indemnify and hold harmless CQUniversity Australia, its trustees, directors, owners, officers, employees, trainers, contractors, volunteers, and agents, from and against all and any actions or claims which may be made by me, or on my behalf by other parties, arising out of any injury, loss, damage or death caused to me or my personal property whether by negligence, breach of contract or in any other way whatsoever.

I ALSO AGREE THAT in the event that I am injured or my personal property is damaged, I will bring no claim, legal or otherwise against CQUniversity Australia in respect of that injury or damage. This agreement shall be effective and binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

**SIGNATURE:**

**Signature of applicant:**

**Print Name:**

**Date:**

**Submit your application:**

SUBMIT