

Membership Agreement

Definitions

<i>Infinity Martial Arts, we, us, our</i>	<i>Means Infinity Martial Arts</i>
<i>You, your</i>	<i>Means the member of Infinity Martial Arts</i>
<i>Agreement</i>	<i>Means the agreement between Infinity Martial Arts and you under which you will become a member of Infinity Martial Arts</i>
<i>Minimum Term</i>	<i>Means the term specified in the agreement</i>
<i>Rules</i>	<i>Means the rules regulating the operation of equipment, class times, behaviour within Infinity Martial Arts specified in signage and handouts</i>
<i>Training Centre</i>	<i>The place where you train with Infinity Martial Arts</i>

Membership Agreement Terms & Conditions

1. AGREEMENT FORMATION - an Agreement arises between us once the Agreement has been signed and we accept the Agreement. This Agreement will be governed by the laws of the state in which your Training Centre is located.

2. ACCEPTANCE BY INFINITY MARTIAL ARTS OF THIS AGREEMENT - it is important that the terms of the Agreement between you and us are clear and for this reason, if there is any conflict between what is set out in these terms and anything you have been told in person or over the telephone by any member of staff, these terms shall prevail. Failure by us to enforce any of our rights at any time for any period shall not be construed as a waiver of those rights. We have 5 business days after formation of an Agreement to rectify any miscalculation reflected within the Application and Agreement.

3. ETIQUETTE - You must comply with the Rules. It is your responsibility to ensure that you read, understand and abide by the Rules outlined in both signage and handouts.

4. MEMBERSHIP ENTITLEMENT - as a member you are entitled to use the facilities of Infinity Martial Arts only during the specified class times and only in the specified locations as set out in your Membership Agreement, and only for the term of this membership subject to meeting these Membership Terms and the rules applicable. Memberships are non-assignable, non-transferable, and non-refundable except as permitted in these Membership Terms. Membership is based on the entitlement to use Infinity Martial Arts classes and facilities, not its actual use. Failure to use these classes and facilities does not release the member from their obligations under this agreement.

5. CHRISTMAS / NEW YEAR AND PUBLIC HOLIDAYS - Infinity Martial Arts will not run classes or open facilities during the last week of December and the first week of January, and on any Public Holidays. During this time your payments will continue uninterrupted, and you will not be entitled to any refund or extra benefit. You are joining for an agreed period of time (e.g., 6 months or 12 months or ongoing), not a certain amount of classes. The training fees for the two weeks over Christmas / New Year are viewed as an annual membership fee, and all members must pay this fee whilst they are a current member, even if you are on Time Freeze at this time.

6. RIGHT OF ADMISSION - we reserve the right to refuse entry to any person, including members, and have the right to cancel your membership without warning or notice for inappropriate behaviour that may be deemed threatening, harassing or unsafe.

7. PAYMENT OF FEES - all memberships are paid in advance. If fees are not paid on the due date, access to Infinity Martial Arts will be suspended until such time as payments are brought up to date. Any bank fees charged to us because of a rejection when collecting your due fees will be charged directly to you. If a payment remains outstanding, you agree that we may continue to debit the nominated account with the total amount due without notice to you.

8. PRE-PAID MEMBERSHIP - you may choose to pay your pre-pay membership in advance for a discount. Your rights are the same as those of any other member and no refunds will be given.

9. MONEY OUTSTANDING / NO ACCOUNT DETAILS - if any amount payable for your membership is not paid on the due date, access to Infinity Martial Arts will be suspended until such time as payments are up to date. Any monies outstanding for other services may be

automatically deducted from the supplied account details if not paid on time. PLEASE NOTE: your membership will be suspended until full account details are provided.

10. CANCELLATION / TERMINATION - for any cancellation you must give us 30 days written notice via email to stonescorner@infinitymartialarts.com.au. We cannot cancel payments on the day of notice due to our direct debit system.

With regards to 6 Month Memberships, if the membership is cancelled within the first 6 months and is outside of the 30 day notice period, the 30 day notice period and half of the remaining contract will be charged.

11. INVESTMENT INCREASE - we reserve the right at any time, after the Minimum Term on the Agreement, to increase the fees to be charged, and will use reasonable endeavours to give written notice to the most current email address you have supplied at least one month prior to this occurring. You will be taken to have received notices sent to your latest email address given to us on the day we send them. If any fees have been increased, and reasonable endeavours have been made to provide prior notice, you hereby authorise Infinity Martial Arts to increase any direct debits to your nominated account.

12. TIME FREEZE- Membership Time Freeze is available in weekly blocks for \$10 per week provided that all amounts payable for membership dues are paid up to date. Min 2 weeks and Max 8 Weeks. This is to reserve your place in our programs. All Time Freezes must be applied for in writing via email to stonescorner@infinitymartialarts.com.au at least 14 days prior to the commencement of the Time Freeze. Min 2 weeks and Max 8 Weeks. NOTE: no pro-rata of direct debits will be done. Time Freeze does not apply to the last weeks of December or the first week of January.

13. CHANGE OF RULES / OPERATIONS - we cannot guarantee that we will not need to add to, change or remove Rules, conditions of membership, including but not limited to the Membership Terms and Conditions, opening and closing hours and the services and facilities offered by Infinity Martial Arts from time to time. Any such additions, deletions or changes will be notified to you through either the newsletter and/or notice at the training centre or to your last known email address with at least one calendar month notice. If at any time the operations or services of a club are temporarily or permanently suspended for any reason, we may (subject to availability) by written notice to you offer either the transfer of your membership to another Infinity Martial Arts training centre or grant you complimentary Time Freeze or you may cancel your membership as outlined in Paragraph 12. You won't have any other claim against us if this happens. NOTE: we won't use this right to vary any special offer that applies to you.

14. CHANGE OF DETAILS - you must keep us informed of any change of address, email address, contact numbers, details for payment and any other information relevant to your membership.

15. RISK WARNING - it is your responsibility to ensure that you correctly operate or use any facilities and/or equipment provided by Infinity Martial Arts. If you are in doubt as to how to

correctly operate or use any piece of equipment or partake in the activities you should consult a member of staff BEFORE usage.

16. RESPONSIBILITY FOR DAMAGE - you are responsible for any damage which you or your guest may cause to facilities or equipment, if such damage is caused by your wilful act or negligence.

17. CONTRACTORS - we engage contractors from time to time to provide some of their services (such as a seminar). Any claim that you might have as a result of an act or failure to act by such a contractor (whether or not payment has been made to the contractor) will be brought against, and will be the responsibility of, that contractor and not us. You hereby release, and indemnify and keep indemnified, us for any claim suffered by you as a result of an act or omission by a contractor engaged by Infinity Martial Arts. We will at all times assist, where possible, to resolve and conflict or issues with contractors.

18. IMAGE - by signing this Application and Agreement you consent to us using your image in any promotion or other material in relation to the business.

19. YOUR PHYSICAL CONDITION - you warrant and represent on the date of the Agreement, and repeat such warranty and representation each time you use our facilities, that you are in good physical condition and that you know of no medical or other reason why you are not capable of engaging in the training session or activity you are about to commence, and that such activity or training session would not be detrimental to your health, safety, comfort or physical condition. Infinity Martial Arts staff and contractors are not medically trained and are therefore not qualified to assess whether you or your guest are in good physical condition and/or that you or your guest can engage in martial arts activity or training session without detriment to your or their health, safety, comfort or physical condition. We strongly advise you to take expert advice prior to commencing martial art training or any exercise regime if you are in any doubt about your or your guest's ability to engage in martial arts training or exercise in general. You shall not use any Infinity Martial Arts facilities or equipment whilst suffering from any infections or contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts or sores or minor infections where there is a risk, however small, to other members, guests and staff.

20. FIRST AID - you agree that any of our staff members or volunteers may give you any first aid treatment they feel is necessary.

21. UNENFORCEABLE CLAUSES - where a provision is deemed to be invalid or unenforceable by the courts the provisions will be deleted from the Agreement, but such deletion will not affect the validity and enforceability of the remaining provisions.

22. TRANSFER OF MEMBERSHIP - you may transfer your membership to another person, provided that this person is approved for membership by Infinity Martial Arts, for a fee of \$50.

23. DAMAGES / PERSONAL INJURY - we give you warning that, whilst on our premises you may suffer injuries including, but not limited to: broken bones, soft tissue injuries and joint

injuries. These injuries may occur as a result of you slipping on wet flooring, collision with equipment or other members.

24. LIMITATION OF LIABILITY - in consideration of the grant of membership to you, entitling you to engage in martial arts and fitness activities, you hereby release and forever discharge us from all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses however arising that you may have had but for this release arising from or in connection with your involvement in martial arts and fitness activities of Infinity Martial Arts, or being on the premises of Infinity Martial Arts; and indemnify Infinity Martial Arts to the extent permitted by law in respect to these arising as a result of or in connection with your involvement in martial arts and fitness activities of Infinity Martial Arts or being on the premises of Infinity Martial Arts and whether caused or contributed to, directly or indirectly, by any act of negligence to the fullest extent permitted by law, breach of duty, default and/or omission on the part of Infinity Martial Arts or otherwise.

25. ALL STATES RELEASE AND INDEMNITY - in consideration of Infinity Martial Arts accepting your application for membership, and for you becoming and remaining a Member of Infinity Martial Arts, you agree that we shall not be liable for any loss, damage or theft of any property belonging to, or brought onto any Infinity Martial Arts premises by you or your guest, occurring on said premises except where caused by gross negligence of Infinity Martial Arts. Also that we shall not be liable for any death, personal injury or illness occurring upon any Infinity Martial Arts premises or as a result of the use of facilities and/or equipment provided by Infinity Martial Arts, except to the extent that such death, personal injury or illness arises from the gross negligence of Infinity Martial Arts.

26. The member is responsible for any third-party billing fees transaction fees for direct debits). Memberships are ongoing and automatically continue, unless advised otherwise.

I have received a copy of the full terms and conditions of this membership - Membership Agreement