

Terms and Conditions

1. Parties to the Agreement

* The “Gym” means CrossFit MANA.

* The “Member” means the person or party signing this Agreement Address:
CrossFit MANA - 291 Tremaine Ave Takaro Palmerston North
Phone: 0211157854 Email: adam@crossfitmana.com

2. Payments

The member agrees to pay the installment amount at the agreed payment frequency until this Agreement is terminated in advance.

- Rollover memberships apply after a minimum term (1month)

2.1 Hold

- 10 days notice in writing to change or hold membership,
- Minimum and maximum hold periods apply: 2 weeks’ minimum, 8 weeks’ maximum per calendar year;
- Cancellation if over 8 weeks is required.
- Medical hold requires a medical certificate.
- After any hold, a request for cancellation will require 15 day written notice by email to adam@crossfitmana.com

3. Cancellation of Membership

The member may request cancellation of this Agreement. In order to cancel this Agreement, the Member must contact via email CrossFit MANA and give **one-month** notice in writing of the termination or suspension request.

Any payments that fall due within this notice period shall be payable in full and the member shall be entitled to full use of the gym for any time paid for during this notice period. Any future application for membership will be assessed at future terms and rates.

3.1 Prepayments (membership & PTs)

No REFUNDS

4. Liability

To the extent permitted by law, CrossFit MANA shall not be liable or responsible to the member for any direct, indirect or consequential injury, loss or damage to the Member or the property of the Member whatsoever and howsoever arising.

5. Ezipay NZ Ltd

CrossFit MANA has authorised Ezipay NZ Ltd to administer the collection of payments due to the gym.

All monthly, fortnightly or weekly payments due by the member are made directly to Ezipay NZ Ltd, as if were the gym owner, without requiring your consent of any involvement on the part of the gym. The member is obligated to ensure sufficient funds remain available to cover the instalment payment specified in the agreement for at least 3 days after the nominated instalment date.

Ezipay NZ Ltd will charge the member the following charges for monthly Credit Card charges:

*One off set up: \$2.00

*Bank Transaction fee: \$.80 (per transaction)

Ezipay NZ Ltd will charge the member a dishonour fee of \$8.90 from their account for any payment dishonoured by their bank within 7 days of the payment being rejected.

6. Service

The Member acknowledges that provision of services provided by the facility may change and for the purposes of this Agreement is based on “entitlement” to use and not on actual use.

The Member agrees to be bound by the rules of the Gym.

CrossFit MANA may remove entitlement of use of the Facility if the Member fails to comply with the rules of the facility or fails to make payment of any fee on the due date.

7. Increase in Fees

At any time upon sending written notice (mail or email) to the Member’s last known address the instalment amount may be increased.

8. Agreement

This Agreement constitutes the entire agreement, understanding and arrangement between the Member, and CrossFit MANA relating to the subject matter of this Agreement and supersedes and cancels any previous

agreement, understanding and arrangement relating thereto whether written or oral. CrossFit MANA has the right to amend T&C without a notice.

9. Release Form & Waiver

I hereby wish to participate in physical activities at CrossFit MANA. I hereby freely and knowingly accept and agree to the following terms and conditions:

9.1 Assumption of Risk: I understand that CrossFit is a hazardous activity that involves inherent risks of serious physical injury. With full knowledge of risks involved in CrossFit and other competitive sports, I expressly assume all the risks of harm to myself arising from the participation in any activities relating to these sports on the premises of CrossFit MANA or at events outside the gym.

9.2 Release of Claims and Waiver of Liability: I hereby expressly and for all times, on behalf of myself, my heirs, successors and assigns, executors and personal representatives release and agree to hold harmless CrossFit MANA, owners, shareholders or any other coaches and any heir, successor, assign, executor, employee, member, representative, owner or director of any or all of them from any claim, demand or cause of action at law or equity from any injury to me that arises or might have arisen from my participation in the activities associated directly or indirectly with CrossFit MANA.

9.3 Indemnification: I hereby agree to indemnify and hold harmless the CrossFit MANA from any claim, demand or cause of action at law or equity, including, but not limited to, any claim of personal injury, that may be asserted CrossFit MANA, and any heir, successor, assign, executor, employee, member, representative, owner or director of any or all of them by any third party as a direct or indirect result of my participation in any activity directly or indirectly associated with the CrossFit MANA.

10. Termination CrossFit MANA reserves the right to terminate any membership at their sole discretion without any explanation or notice; Terms and conditions may be amended by CrossFit MANA without consultation or notice.

11. Health & Safety Policy

As a member, I agree to abide by CrossFit MANA Health & Safety policies.

- You must not handle equipment when you have an open wound (as a minimum wound must be covered)
- If bodily fluids accidentally end up on equipment you must utilise the detergent provided to clean it.
- Follow our policy on equipment/personal gear on the floor. Zero tolerance to persons coming in under influence of alcohol/drugs (will be asked to leave).
- Must advise if, on prescription meds, anything, whereby you are advised to not operate a car/machinery, will mean you are not able to do any sessions at CrossFit MANA until medication is finished for the safety of yourself and other members.

I, THE UNDERSIGNED, HAVE READ THIS ENTIRE AGREEMENT. I UNDERSTAND AND AGREE TO ITS TERMS. BY ENTERING INTO THIS AGREEMENT, I ACKNOWLEDGE THAT I AM OF A LEGAL AGE TO ENTER CONTRACTS.