



PureFitness Africa

## GENERAL

Welcome to Fitness central!

This waiver is our commitment to you that we will always provide you with a safe and healthy space to exercise and that your well being will be the primary driver of all the decisions we make. We also need you to make some commitments to us in order to assist us in keeping the gym safe and effective for everyone.

We are glad to welcome you into our fitness family, and although we understand that reading legal documents is not fun, we ask you to please read through this before you sign so you are fully aware of the commitment you are entering into. Thanks and once again, welcome!

## MEMBERSHIP AGREEMENT

**MEMBERSHIP MANAGEMENT:** Fitness Central operates a self-service gym model at all of our clubs in order to increase operational efficiency and ensure that we can continue to offer a world-class product at an affordable price. As such, all members must download our mobile app from either the iOS store or Play store, and it is this app which will allow you to manage all aspects of your membership including initial registration, pausing and even canceling your plan. The app will also be used for check-ins at the front desk each time you come to the gym, purchasing water and other items sold at any of our facilities.

**MEMBERSHIP FEES:** Your membership fee entitles you to all the rights and privileges of membership at Fitness Central. You agree that by signing this contract, you are required to pay for all membership fees and on-account charges whether or not you utilize the services of the club.

**BILLING:** All accounts with a balance due for membership or on-account charges will be processed/drafted daily. If we attempt to bill your account for five consecutive days and it fails, the account will be automatically cancelled.

**PRICE INCREASE:** Fitness Central reserves the right to increase membership fees at any time.

**AUTOMATIC RENEWAL POLICY:** Your membership is a monthly rolling contract and you will be charged each month in advance. Your card will be charged on the same date every month. We ask that you please ensure that your account is sufficiently funded ahead of the payment being collected. You are responsible for informing your bank that these payments will be occurring to ensure that they do not place a hold or block on your debit card leading to a failed payment.

**CHANGE OF DEBIT CARD DETAILS:** We ask that you please ensure that you update your debit card details in the mobile app, in the event it is lost, stolen or expired. Billing is tied to your debit card NOT your bank account so it is important that the correct details are stored in the mobile app at all times. The responsibility for this lies with the member, and if billing fails due to incorrect card details and the plan

is cancelled, members will still be liable for the re-activation fee.

**GROUP EXERCISE CLASSES:** Please book for your chosen class 45 minutes before the designated start time via the mobile app.

**TERMINATION:** You can terminate your membership at any time via the mobile app

**MEMBERSHIP FREEZE'S:** You are entitled to a two-week membership freeze once every 3 months. Membership freezes can only be applied to membership plans via the mobile app.

**TOWEL POLICY:** At Fitness Central, we believe that members deserve the best, and that means having a clean and orderly environment to exercise in. For the benefit of all members, it is a requirement that all members work out with a towel at all times. This is important to avoid sweat on the machines and benches, which is not only unhygienic, but the salt in sweat also damages them. If you continue to work out without a towel after one of our trainers reminds you of this policy, we reserve the right to cancel your membership.

**GUEST PASSES:** You are entitled to a one-week guest pass once every 3 months. Guest passes must be purchased via the mobile app, and cost N4,000 per pass. As your guest will not have signed a waiver with us, you will need to accompany them while they work out at any of our gyms. Guests are also expected to come along with their towel as it is a requirement that everyone works out with a towel, but we will not be responsible for providing this. Alternatively, if they forget to bring one, towels can be purchased at the front desk.

**ACCESS TO THE GYM:** You will need to check-in at the front desk of the gym with the embedded barcode on your mobile app each time to come to work out. If you do not do so, we will have to check you in manually which attracts a N500 charge.

**PHYSICAL CONDITION:** You have stated your physical condition to Fitness Central. You have told Fitness Central of any impairment or disability that would prevent you from using the Fitness Central's facilities and equipment or physical conditioning program. The club is relying upon these representations of yours allowing you to use Fitness Central.

**ASSUMPTION OF RISK:** You agree that your use of Fitness Central's facilities will be at your own risk. You further agree that the club will not be responsible for any injury or damages to you, your guests or your property because of the use of Fitness Central or its services. You further agree that Fitness Central shall not be responsible for any theft or loss of property while on the premises, including the parking lot. Fitness Central reserves the right to determine opening days and times.

## GYM RULES

- We want everyone to have fun.
- Members / guest of the gym must be at least 16 years of age
- If you are unsure as to how to use any piece of equipment you must seek advice from a qualified member of Fitness Central staff before using such equipment.
- For safety reasons, bags are not permitted onto the gym floor and correct attire must be worn when exercising i.e. suitable comfortable exercise clothing and appropriate footwear. If unsure please look at the signs around the gym or ask a trainer.
- Any member not wearing suitable attire will be asked to leave the gym.
- You shall not use the gym whilst under the influence of alcohol, narcotics, tranquilizers or any medication or other substance, which may affect your ability to exercise safely.
- Fitness Central reserves the right to remove you from the premises if it reasonably believes you are unfit to use the facilities.

- As a courtesy to other members, a gym towel must be carried to wipe down equipment after use. This is compulsory.
- Ensure that you put your weights back in their original place when finished. This is important and enhances the experience for all users
- Dropping litter inside the premises is strictly prohibited. Bins are provided in multiple locations across the facility – please make use of them
- Please do not misuse the weights by dropping them on the floor.
- Members are prohibited from taking photographs/videos anywhere on the premises if the material is being used for business/commercial/promotional purposes or if other members can be identified in the material
- You must not behave in an aggressive, abusive, anti-social or threatening manner to any staff or member.
- Members are not permitted to bring external personal trainers or coaches into Fitness Central under any circumstances. Members can only be trained at Fitness Central by persons approved by Fitness Central management
- Members are solely responsible for their own belongings whilst visiting Fitness Central.
- Fitness Central accepts no responsibility for any loss or damage to personal property.
- Members are asked to only use the lockers for the duration of their training session.
- Lockers will be emptied at night and members items removed to lost property. Padlocks may be broken to gain access and will not be replaced by Fitness Central.
- Although we will always endeavor to return any articles of lost property to the owner, we do not take responsibility for any item held in lost property. Such items will be kept until claimed, but for no longer than one month after which time the items will either be donated to charity or destroyed.
- By accessing the gym and using the gym equipment members are deemed to have read and understood the terms and conditions of membership.
- Smoking, including e-cigarettes are strictly prohibited in all areas of the gym.
- Members shall not bring any pets (other than guide dogs) into the gym.
- Cars cannot be washed on the premises.
- Members must arrive promptly for class start times; late arrival may result in being refused entry to the class.

**VIOLATIONS OF RULES AND REGULATIONS:** If you violate any rules and regulations set forth above or posted on Fitness Central website or within the premises from time to time, the club may cancel your membership and your rights to use the club's facilities or to obtain the club's services. You will not be entitled to a refund of any payment you have made.

**Update Emergency Contact Records:** Member agrees to provide prompt written notice to Fitness Central of any changes in the Member's contact information furnished on this Agreement, including, but not limited to any changes in Member's current mailing address, employer information, and emergency contact.?

**No Waiver:** Fitness Central may enforce any term of this Agreement, or exercise any right created by this Agreement, regardless of the number of times it has opted not to enforce the same term or exercise the same right in the past.

**Notices:** All notices required by this Agreement shall be tendered to the Fitness Central offices unless Member receives written notice from the Fitness Central instructing otherwise.

**General:** Fitness Central reserves the right to add or eliminate locations and facilities available to Member. The hours of operation will be set by Fitness Central and may be changed at any time at its sole discretion. Fitness Central expressly reserves the right to add, eliminate, or alter any program, equipment, furniture or fixtures when deemed necessary or desirable in its sole discretion. The information on this Agreement is the property of the complex. Membership does not confer on Member any ownership interest in Fitness Central or any of its property.

Notice to Buyer: Do not sign this until you have read it entirely. By signing below you acknowledge that you have read, understand and agree to be bound by all of its terms.

Signed on mobile

**Edidiong Akpaenin**