

AM I FIT Terms and Conditions

1. FEES - The client agrees to pay the installment amount at the agreed payment frequency until this contract is terminated. Couples fees must be paid from the single bank account. Fees outstanding beyond 5 working days will incur a weekly admin fee of \$5.
2. EZIDEBIT NZ LTD - AM I FIT has authorised Ezidebit to administer the collection of payments due to the company. All weekly, fortnightly or monthly payments due by the client are made directly to Ezidebit, as if were the AM I FIT owner, without requiring your consent of any involvement on the part of AM I FIT. It can take up to 3 days for payments to be processed from your account. The client is obligated to ensure sufficient funds remain available to cover the installment payment specified in the agreement for at least 3 days after the nominated installment date. Ezidebit will charge the member a dishonor fee of \$11.50inc from their account for any payment dishonored by their bank within 7 days of the payment rejecting.
3. MEMBERSHIP PERIOD - The client agrees to: a) Join AM I FIT for a minimum period of 12 months (unless otherwise formally agreed to with the owners), the membership will automatically carry over annually and continue unless the client otherwise advises. FT Student term 01 Feb - Nov 30 by prior arrangement. b) Pay the fees as they fall due for the entire period. The client will pay the fees even if the client ceases to attend AM I FIT or purports to terminate his/her membership before the end of the period.
4. TRANSFER OF MEMBERSHIP - Memberships may be transferred to a second party for anyone who is on the Individual Membership. They must first inform AM I FIT via email their intention to end their contract, then find a replacement. AM I FIT will only assist in finding a replacement if circumstances are unforeseen. AM I FIT is to be notified by the replacement their intention to take over the remaining contract. Payments by the client are still required up until the replacement has signed and returned their registration form.
5. SUSPENSION OF MEMBERSHIP?HOLD - As a client of AM I FIT you are entitled to freeze your membership once during your 12 month contract when you have supporting documentation. Your freeze may be for a maximum of 2 weeks in which time you are not required to make your weekly payments. The freeze period is there for bereavement or severe poor health and must be approved by AM I FIT. You cannot carry over these 2 weeks if they are unused within the first term.
6. TERMINATION OF MEMBERSHIP - The client may terminate their membership during their term with necessary documentation. AM I FIT will need to approve the termination before all contract commitments can cease. NO PENALTY FEE will apply at any stage of the clients termination.
7. TERMINATION OF MEMBERSHIP BY AM I FIT - AM I FIT may terminate the clients membership if the client: a) is behaving in a way which is detrimental to operation of AM I FIT and the welfare of each other client.
8. REFUNDS - No refunds of any fees paid by the clients will be made by AM I FIT.
9. INCREASE IN FEES - After completion of the minimum period (2 weeks), AM I FIT may exercise its option to increase the weekly fee on giving two months notice to the clients last known email address. Membership rates may increase depending on the economic environment. These price increases will only be notified if they are to apply to existing members.
10. LIMITATION OF LIABILITY - Except as provided in the Consumer Guarantee Act 1993 or as provided elsewhere in the agreement, AM I FIT shall not be liable or responsible to the client for any direct, indirect or consequential injury, loss or damage to the person or property of the client, whatsoever and howsoever arising.

MEDICAL RELEASE

- # I acknowledge that it is a condition of participating in this activity that I do so at my own risk.
- # I accept all risks and hereby indemnify and release the trainer and any person or body directly and indirectly associated with the trainer, against all liability (including liability for their negligence and the negligence of others) claims, demands and proceedings arising out of or connected with my

participation in this activity.

I acknowledge that participating in this activity may involve a risk of serious injury or even death from various causes including: over exertion, dehydration, equipment failure and accidents with equipment and surroundings,

I recognize the difficulties associated with the activity and attest I am physically fit to participate safely and that a qualified medical practitioner has not advised me otherwise.

I understand the demanding physical nature of this activity. I am not aware of any medical condition, injury or impairment that will be detrimental to my health if I participate. In the event that I become aware of any medical condition, injury or impairment that will be detrimental to my health if I participate, my trainer will be immediately informed. By continuing to participate in this activity, I accept the risks despite these conditions and am still, and will always be under the terms of this agreement.

I certify that I am 18 years or older and have read this document and fully understood it OR

As a parent or guardian of the participant a) I agree to the above for myself and on behalf of the participant and b) I indemnify and will keep indemnified any persons or body directly or indirectly associated with the conduct of the activity on the terms referred to.

BLUE - Non Members, deal and voucher purchasers. Still applicable to AIF members.