

# YORK RECREATION & CONVENTION CENTRE GYMNAISUM MEMBERSHIP AGREEMENT

## Member Details

Surname: \_\_\_\_\_ First Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Residential Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

## Emergency Contact / Next of Kin

Surname: \_\_\_\_\_ First Name: \_\_\_\_\_

Relationship: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

## Type of Membership

Type & Term	1 month	3 months	6 months	12 months
Junior	\$45 <input type="checkbox"/>	\$91 <input type="checkbox"/>	\$154 <input type="checkbox"/>	\$245 <input type="checkbox"/>
Age Pensioner	\$45 <input type="checkbox"/>	\$91 <input type="checkbox"/>	\$154 <input type="checkbox"/>	\$255 <input type="checkbox"/>
Permanent Disability	\$45 <input type="checkbox"/>	\$91 <input type="checkbox"/>	\$154 <input type="checkbox"/>	\$255 <input type="checkbox"/>
Senior	\$67.50 <input type="checkbox"/>	\$136 <input type="checkbox"/>	\$230 <input type="checkbox"/>	\$383 <input type="checkbox"/>
Adult	\$90 <input type="checkbox"/>	\$181 <input type="checkbox"/>	\$307 <input type="checkbox"/>	\$510 <input type="checkbox"/>

Access Tag Bond (applies to 1 and 3 month memberships only) \$50

Date of Joining: \_\_\_\_\_ Date of Expiry: \_\_\_\_\_

# **TERMS AND CONDITIONS OF THE YRCC GYMNASIUM MEMBERSHIP AGREEMENT**

## **1. INTRODUCTION**

This document outlines the rights and responsibilities relating to the Member's entitlements during the Membership Period to use of the Centre's gymnasium facilities.

## **2. ACCESS & MEMBERSHIP**

- a. A Gym Induction is compulsory prior to accessing the YRCC Gymnasium. The cost of the induction is not included in the Membership Fees, and is to be paid directly to the Personal Trainer.
- b. If you have any pre-existing Medical Conditions, please get advice from your doctor before applying to join the YRCC Gymnasium.
- c. All members must scan their access tag every time they attend the gymnasium.
- d. Junior Members 13–17 years old require Parent or Guardian in attendance at all times.
- e. Junior Members 13–17 years old: Permission and signature of Parent or Guardian required.
- f. At no stage are you permitted to give your access tag to non-members to allow them to access the gymnasium. Should this occur, your access will be suspended for 2 weeks and a \$150 fine will be issued.
- g. If a member would like to train with a non-member, they must attend within the YRCC staffed hours and the non-member must pay the casual membership rate of \$25 per visit.
- h. Any member found to be allowing members and or non-members access inside the facility will incur a 'Tailgate Fee' of \$150 which will be debited from your account.
- i. When scanning your access tag upon entry you will have a limited amount of time to enter. If this opportunity is missed, simply scan your access tag again.
- j. Members must advise any changes of address, account and contact details
- k. The gymnasium is exclusively for member use only.
- l. To use the gymnasium your account must be valid and up to date. Fine payments can be made directly at the Centre.
- m. In the interests of member safety and security, YRCC requires constant video surveillance in the gymnasium except for change rooms.

## **3. GENERAL CONDITIONS OF ENTRY**

To ensure the gymnasium is able to provide a high level of service in a safe, healthy and pleasant environment for all, members must comply with the following conditions:

- a. Entry will be refused or a person requested to leave the gymnasium if the person:

- i. is abusive or uses offensive language or whose behaviour is threatening; and/or
  - ii. is under the influence of drugs or alcohol.
- b. No smoking or is permitted in the gymnasium.
- c. No pets are permitted in the gymnasium.
- d. Sweat towels must be used at all times.
- e. Weights must be returned to their correct place after use.
- f. Correct training attire and runners must be worn in the gymnasium – no jeans, work clothes, boots, sandals, thongs, or clothing that is likely to cause offence to others is permitted.
- g. No person under the age of 17 is allowed in the gymnasium unless supervised by a guardian or qualified instructor.
- h. No food allowed in the gymnasium.
- i. No member may train another member in their capacity as a personal trainer, in exchange for money, goods or services, unless the trainer is an employee of Belgravia Leisure, or has a prior agreement with YRCC Management.

#### **4. CANCELLATION**

**This agreement is subject to a 48 hour cooling off period.**

- a. Cooling Off Period:
  - i. The cooling off period commences at the close of business on the date of signing.
  - ii. The cooling off period is 48 hours.
  - iii. New members have the right to cancel their membership within the cooling off period if they are not satisfied with the services and programs.
  - iv. All monies will be refunded on a pro rata basis with the exception of an Administration Fee of 10% of the Membership Fee.
  - v. All cancellations must be in writing to the Manager.
- b. Permanent Disability:
  - i. Upon providing written advice of a permanent disability or serious illness, along with a letter from a medical practitioner detailing the disability or illness, the Centre may agree to cancel the membership effective from the day of notice for an Administration Fee of 10% of the Membership Fee. If the medical condition is deemed not to be a permanent disability or serious illness and membership is within minimum term the standard cancellation terms and fees apply as outlined.
  - ii. All monies will be refunded with the exception of charges for services already delivered.
- c. Memberships
  - i. There will be no refunds available if you wish to terminate your membership prior to the end of your agreement.

- ii. If you purchase a membership, you have the ability to transfer the remaining time on your membership's agreement to another person for a set fee as outlined below in condition 6a.

## **5. TRANSFER OF MEMBERSHIP BY THE MEMBER**

- a. Transfer of membership will only be permitted from a member to a non-member and will incur a Transfer Fee of \$35. This fee is payable to the Centre

## **6. REPLACEMENT CARD FEE**

If an Access Tag is lost, destroyed or damaged and requires replacement a replacement access tag fee of \$10.00 applies payable to the Centre.

## **7. ADDITIONAL FEES FOR SPECIAL SERVICES**

Some services require an additional fee and these include personal training, group training, bootcamp, group fitness and stadium activities.

## **8. DAMAGE TO THE CENTRE**

Any member who willfully or through their negligence damages the Centre or its property will pay for the damage. Members are responsible for damages caused by their children.

## **9. SAFETY, MAINTENANCE & SERVICE**

The Centre may from time to time as reasonably necessary:

- a. close off any part of the premises or isolate any piece of equipment for maintenance or safety reasons;
- b. change the hours of opening and closing for maintenance and/or service; and
- c. vary Centre rules. Where this occurs the Centre will provide reasonable notice on the Centre notice boards or at the Centre.

## **10. DAMAGE & PERSONAL INJURY**

Disclaimer

To the extent permitted by law, the Centre excludes any liability to the Member in Membership Agreement, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Member and/or any other person, or for any costs, charges or expenses incurred by the Member, arising from or in connection with the Contract and/or the services/products provided by the Centre, and/or any act or omission of the Centre.

## **11. SEVERABILITY**

In the event any part of this agreement being or becoming void or unenforceable then that part shall be severed from this agreement with the intention that the balance of this agreement shall remain in full force and effect, unaffected by the severance.

## **12. SUSPENSION**

Suspension may be possible under the terms of this agreement. You may suspend for a minimum of 1 week at a time so long as the total time suspended within the membership term does not exceed 4 weeks. In order to suspend you must contact the Centre Manager in writing with reasonable notice (at least 3 days) prior to the date of suspension. Unless due to medical or other extenuating circumstances, the Centre may charge a suspension fee, based on the type of membership, while the Agreement is suspended. Any time spent on suspension will be added onto the expiry of the Agreement.

## **13. BREACH OF TERMS & CONDITIONS**

Any breach of these terms and conditions will result in a warning and any further breach will result in a second warning and your membership may be suspended or terminated. A proven serious breach of the general conditions of entry may result in immediate termination of your membership without warning.

## **14. ADDITIONAL TERMS AND CONDITIONS RELATING TO 24/7**

If the Membership type provided includes 24/7 access to the Centre then the provisions of this will apply to the membership:

- a. YRCC's 24/7 Gymnasium is an unmanned facility for periods of time and as such if you participate in activities in the facility, you are exposing yourself to the potential for serious injury including death. As such you should take note that your rights to sue the supplier if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this notice/appointment.
  - i. The member expressly indicates an understanding of the risks associated with undertaking activities in an unmanned and unsupervised Centre and hereby releases, indemnifies and holds harmless Belgravia Leisure, their respective owners, officers affiliates, agents and employees in the event that they suffer personal loss, are injured or die in the Centre.
  - ii. Further, the member provides this release whether the loss, injury or death arises from the negligence of the Centre or otherwise and does so with the intention that this release shall be as broad and inclusive as the laws of the state allow.
- b. Subject to clause 2c, the member acknowledges and agrees that they may not admit guests at any time to the YRCC Gym (or not at all if unstaffed) at any time unless they have paid the casual entrance fee. Furthermore, the member agrees that if this clause is breached then the following provisions shall apply:
  - i. Upon a first breach the member's access to the 24/7 gymnasium shall be immediately suspended for a period of 14 days without any notification to the member.

ii. Upon any subsequent breach the member's membership shall be immediately suspended as per clause b(1) or cancelled and the member agrees to pay a tailgate fee of \$150.

iii. Some areas of the club will be closed off outside of staffed hours and the member will not have access. Please check with your facility to confirm.

**WARNING**

**Any activity involving physical exercise creates the possibility of accidental injury. The YRCC Gymnasium and its equipment is intended for use only by registered, fully paid and inducted members, inclusive of the individual signed below. Gym use without previous instruction is dangerous and should not be undertaken. Before commencing your workout, know your own limitations and the those of the equipment you plan to use.**

**Pre-existing Injuries/medical conditions which may affect ability to exercise:**

\_\_\_\_\_  
Initial: \_\_\_\_\_

**Gym Induction**

- Amenities
- Warm up
- Cardio machine use
- Gym equipment use
- Free weights use
- Cool down
- General gym etiquette
- Cleaning of equipment before and after use
- Hygiene
- Appropriate clothing
- Emergency procedures

Initial: \_\_\_\_\_

**Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent Guardian Signature for Junior Members:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Staff Member Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Staff Member Signature:** \_\_\_\_\_

# ADULT PRE-EXERCISE SCREENING SYSTEM (APSS)



This screening tool is part of the Adult Pre-Exercise Screening System (APSS) that also includes guidelines (see User Guide) on how to use the information collected and to address the aims of each stage. No warranty of safety should result from its use. The screening system in no way guarantees against injury or death. No responsibility or liability whatsoever can be accepted by Exercise & Sport Science Australia, Fitness Australia, Sports Medicine Australia or Exercise is Medicine for any loss, damage, or injury that may arise from any person acting on any statement or information contained in this system.

Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Male: \_\_\_\_\_ Female: \_\_\_\_\_ Other: \_\_\_\_\_

## STAGE 1 (COMPULSORY)

**AIM:** To identify individuals with known disease, and/or signs or symptoms of disease, who may be at a higher risk of an adverse event due to exercise. An adverse event refers to an unexpected event that occurs as a consequence of an exercise session, resulting in ill health, physical harm or death to an individual.

This stage may be self-administered and self-evaluated by the client. Please complete the questions below and refer to the figures on page 2. Should you have any questions about the screening form please contact your exercise professional for clarification.

Please tick your response

	YES	NO
1. Has your medical practitioner ever told you that you have a heart condition or have you ever suffered a stroke?	<input type="checkbox"/>	<input type="checkbox"/>
2. Do you ever experience unexplained pains or discomfort in your chest at rest or during physical activity/exercise?	<input type="checkbox"/>	<input type="checkbox"/>
3. Do you ever feel faint, dizzy or lose balance during physical activity/exercise?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you had an asthma attack requiring immediate medical attention at any time over the last 12 months?	<input type="checkbox"/>	<input type="checkbox"/>
5. If you have diabetes (type 1 or 2) have you had trouble controlling your blood sugar (glucose) in the last 3 months?	<input type="checkbox"/>	<input type="checkbox"/>
6. Do you have any other conditions that may require special consideration for you to exercise?	<input type="checkbox"/>	<input type="checkbox"/>

**IF YOU ANSWERED 'YES'** to any of the 6 questions, please seek guidance from an appropriate allied health professional or medical practitioner prior to undertaking exercise.

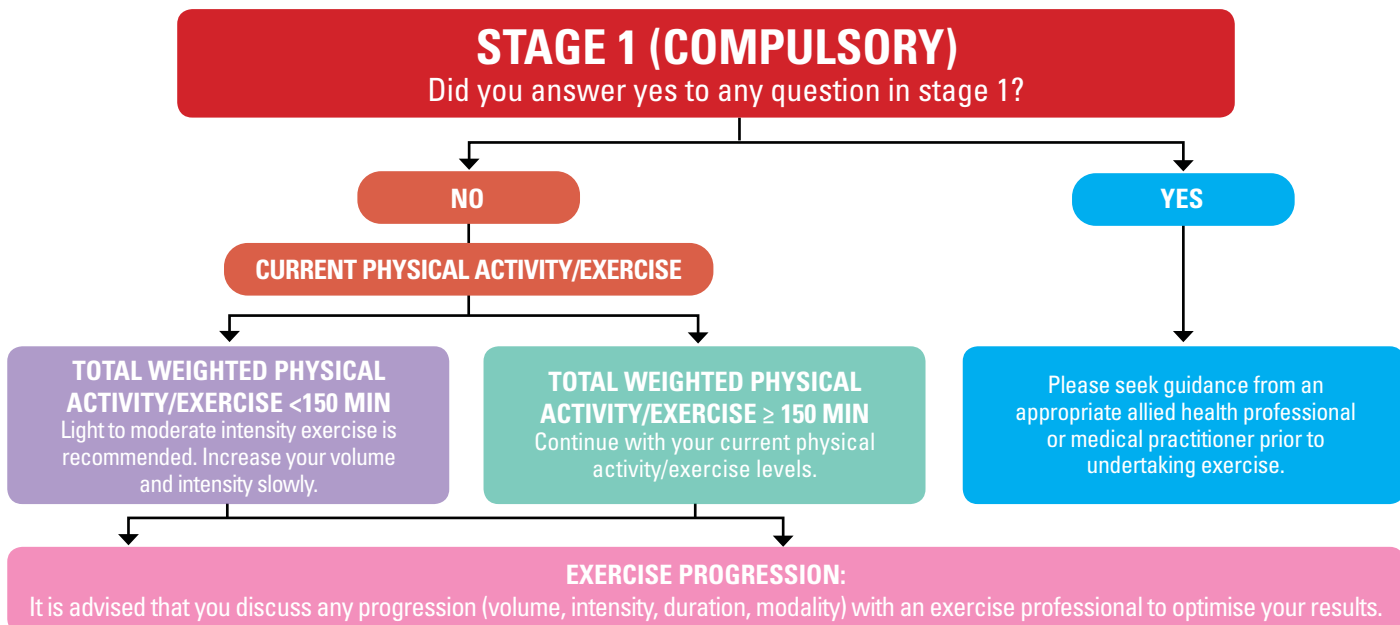
**IF YOU ANSWERED 'NO'** to all of the 6 questions, please proceed to question 7 and calculate your typical weighted physical activity/exercise per week.

7. Describe your current physical activity/exercise levels in a typical week by stating the frequency and duration at the different intensities. For intensity guidelines consult figure 2.				<b>Weighted physical activity/exercise per week</b>  Total minutes = (minutes of light + moderate) + (2 x minutes of vigorous/high)  <b>TOTAL = _____ minutes per week</b>
<b>Intensity</b>	<b>Light</b>	<b>Moderate</b>	<b>Vigorous/High</b>	
<b>Frequency</b> (number of sessions per week)	_____	_____	_____	
<b>Duration</b> (total minutes per week)	_____	_____	_____	
<ul style="list-style-type: none"> <li>• If your total is less than 150 minutes per week then light to moderate intensity exercise is recommended. Increase your volume and intensity slowly.</li> <li>• If your total is more than or equal to 150 minutes per week then continue with your current physical activity/exercise intensity levels.</li> <li>• It is advised that you discuss any progression (volume, intensity, duration, modality) with an exercise professional to optimise your results.</li> </ul>				

I believe that to the best of my knowledge, all of the information I have supplied within this screening tool is correct.

Client signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FIGURE 1: Stage 1 Screening Steps**



**FIGURE 2: Exercise Intensity Guidelines**

INTENSITY CATEGORY	HEART RATE MEASURES	PERCEIVED EXERTION MEASURES	DESCRIPTIVE MEASURES
<b>LIGHT</b>	40 to <55% HRmax*	<b>VERY LIGHT TO LIGHT RPE# 1-2</b>	<ul style="list-style-type: none"> <li>An aerobic activity that does not cause a noticeable change in breathing rate</li> <li>An intensity that can be sustained for at least 60 minutes</li> </ul>
<b>MODERATE</b>	55 to <70% HRmax*	<b>MODERATE TO SOMEWHAT HARD RPE# 3-4</b>	<ul style="list-style-type: none"> <li>An aerobic activity that is able to be conducted whilst maintaining a conversation uninterrupted</li> <li>An intensity that may last between 30 and 60 minutes</li> </ul>
<b>VIGOROUS</b>	70 to <90% HRmax*	<b>HARD RPE# 5-6</b>	<ul style="list-style-type: none"> <li>An aerobic activity in which a conversation generally cannot be maintained uninterrupted</li> <li>An intensity that may last up to 30 minutes</li> </ul>
<b>HIGH</b>	≥ 90% HRmax*	<b>VERY HARD RPE# 7</b>	<ul style="list-style-type: none"> <li>An aerobic activity in which it is difficult to talk at all</li> <li>An intensity that generally cannot be sustained for longer than about 10 minutes</li> </ul>

\* HRmax = estimated heart rate maximum. Calculated by subtracting age in years from 220 (e.g. for a 50 year old person = 220 - 50 = 170 beats per minute).

# = Borg's Rating of Perceived Exertion (RPE) scale, category scale 0-10.

Modified from Norton K, L. Norton & D. Sadgrove. (2010). Position statement on physical activity and exercise intensity terminology. J Sci Med Sport 13, 496-502.



# STAGE 2 (RECOMMENDED)



**AIM:** This stage is to be completed with an exercise professional to determine appropriate exercise prescription based on established risk factors.

CLIENT DETAILS	GUIDELINES FOR ASSESSING RISK
<p>8. Demographics</p> <p>Age: _____</p> <p>Male      Female      Other</p>	<p>Risk of an adverse event increases with age, particularly males <math>\geq 45</math> yr and females <math>\geq 55</math> yr.</p>
<p>9. Family history of heart disease (e.g. stroke, heart attack)?</p> <p>Relationship (e.g. father)      Age at heart disease event</p> <p>_____      _____</p> <p>_____      _____</p> <p>_____      _____</p>	<p>A family history of heart disease refers to an event that occurs in relatives including parents, grandparents, uncles and/or aunts before the age of 55 years.</p>
<p>10. Do you smoke cigarettes on a daily or weekly basis or have you quit smoking in the last 6 months?</p> <p>Yes      No</p> <p>If currently smoking, how many per day or week?</p> <p>_____</p>	<p>Smoking, even on a weekly basis, substantially increases risk for premature death and disability. The negative effects are still present up to at least 6 months post quitting.</p>
<p>11. Body composition</p> <p>Weight (kg) _____ Height (cm) _____</p> <p>Body Mass Index (kg/m<sup>2</sup>) _____</p> <p>Waist circumference (cm) _____</p>	<p>Any of the below increases the risk of chronic diseases:</p> <p>BMI <math>\geq 30</math> kg/m<sup>2</sup></p> <p>Waist &gt; 94 cm male or &gt; 80 cm female</p>
<p>12. Have you been told that you have high blood pressure?</p> <p>Yes      No</p> <p>If known, systolic/diastolic (mmHg)</p> <p>_____</p> <p>Are you taking any medication for this condition?</p> <p>Yes      No</p> <p>If yes, provide details</p> <p>_____</p>	<p>Either of the below increases the risk of heart disease:</p> <p>Systolic blood pressure <math>\geq 140</math> mmHg</p> <p>Diastolic blood pressure <math>\geq 90</math> mmHg</p>
<p>13. Have you been told that you have high cholesterol/ blood lipids?</p> <p>Yes      No</p> <p>If known:</p> <p>Total cholesterol (mmol/L) _____</p> <p>HDL (mmol/L) _____</p> <p>LDL (mmol/L) _____</p> <p>Triglycerides (mmol/L) _____</p> <p>Are you taking any medication for this condition?</p> <p>Yes      No</p> <p>If yes, provide details _____</p>	<p>Any of the below increases the risk of heart disease:</p> <p>Total cholesterol <math>\geq 5.2</math> mmol/L</p> <p>HDL &lt; 1.0 mmol/L</p> <p>LDL <math>\geq 3.4</math> mmol/L</p> <p>Triglycerides <math>\geq 1.7</math> mmol/L</p>

CLIENT DETAILS	GUIDELINES FOR ASSESSING RISK
<p>14. Have you been told that you have high blood sugar (glucose)?</p> <p>Yes      No</p> <p>If known: Fasting blood glucose (mmol/L) _____</p> <p>Are you taking any medication for this condition?</p> <p>Yes      No</p> <p>If yes, provide details</p> <p>_____</p>	<p>Fasting blood sugar (glucose) <math>\geq 5.5</math> mmol/L increases the risk of diabetes.</p>
<p>15. Are you currently taking prescribed medication(s) for any condition(s)? These are additional to those already provided.</p> <p>Yes      No</p> <p>If yes, what are the medical conditions?</p> <p>_____</p>	<p>Taking medication indicates a medically diagnosed problem. Judgment is required when taking medication information into account for determining appropriate exercise prescription because it is common for clients to list 'medications' that include contraceptive pills, vitamin supplements and other non-pharmaceutical tablets. Exercise professionals are not expected to have an exhaustive understanding of medications. Therefore, it may be important to use common language to describe what medical conditions the drugs are prescribed for.</p>
<p>16. Have you spent time in hospital (including day admission) for any condition/illness/injury during the last 12 months?</p> <p>Yes      No</p> <p>If yes, provide details</p> <p>_____</p>	<p>There are positive relationships between illness rates and death versus the number and length of hospital admissions in the previous 12 months. This includes admissions for heart disease, lung disease (e.g., Chronic Obstructive Pulmonary Disease (COPD) and asthma), dementia, hip fractures, infectious episodes and inflammatory bowel disease. Admissions are also correlated to 'poor health' status and negative health behaviours such as smoking, alcohol consumption and poor diet patterns.</p>
<p>17. Are you pregnant or have you given birth within the last 12 months?</p> <p>Yes      No</p> <p>If yes, provide details</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>During pregnancy and after recent childbirth are times to be more cautious with exercise. Appropriate exercise prescription results in improved health to mother and baby. However, joints gradually loosen to prepare for birth and may lead to an increased risk of injury especially in the pelvic joints. Activities involving jumping, frequent changes of direction and excessive stretching should be avoided, as should jerky ballistic movements. Guidelines/fact sheets can be found here: 1) <a href="http://www.exerciseismedicine.com.au">www.exerciseismedicine.com.au</a> 2) <a href="http://www.fitness.org.au/Pre-and-Post-Natal-Exercise-Guidelines">www.fitness.org.au/Pre-and-Post-Natal-Exercise-Guidelines</a></p>
<p>18. Do you have any diagnosed muscle, bone, tendon, ligament or joint problems that you have been told could be made worse by participating in exercise?</p> <p>Yes      No</p> <p>If yes, provide details</p> <p>_____</p> <p>_____</p>	<p>Almost everyone has experienced some level of soreness following unaccustomed exercise or activity but this is not really what this question is designed to identify. Soreness due to unaccustomed activity is not the same as pain in the joint, muscle or bone. Pain is more extreme and may represent an injury, serious inflammatory episode or infection. If it is an acute injury then it is possible that further medical guidance may be required.</p>

**Important Information:** This screening tool is part of the [Adult Pre-Exercise Screening System \('APSS'\)](#) and should be read with the APSS guidelines (see [User Guide](#)) on how to use the information collected and to address the aims of each stage. This does not constitute medical advice. This form, the guidelines and the APSS (together 'the material') is not intended for use to diagnose, treat, cure or prevent any medical conditions, is not intended to be professional advice and is not a substitute for independent health professional advice. Exercise & Sports Science Australia, Fitness Australia, Sports Medicine Australia and Exercise is Medicine (together 'the organisations') do not accept liability for any claims, howsoever described, for loss, damage and/or injury in connection with the use of any of the material, or any reliance on the information therein. While care has been taken to ensure the information contained in the material is accurate at the date of publication, the organisations do not warrant its accuracy. No warranties (including but not limited to warranties as to safety) and no guarantees against injury or death are given by the organisations in connection with the use or reliance on the material. If you intend to take any action or inaction based on this form, the guidelines and/or the APSS, it is recommended that you obtain your own professional advice based on your specific circumstances.