

**Membership Agreement entered into between**

**TOUCH EVO (Pty) t/a TOUCH ACTIVE:**

**(Herein after also referred to as "TOUCH ACTIVE" or "the company")**

**Address:  
8 Hibiscus street  
Kriel 2271**

**and**

\_\_\_\_\_  
**(Identification Number: \_\_\_\_\_ )  
(Herein after referred to as "Member")**

**COMMENCEMENT DATE:** \_\_\_\_\_

**RESIDENTIAL ADDRESS:** \_\_\_\_\_

**OCCUPATION:** \_\_\_\_\_

**CONTACT NUMBER** \_\_\_\_\_

**EMERGENCY PERSON CONTACT NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**TOUCH ACTIVE**

TOUCH ACTIVE training is no quick fix and requires commitment and motivated people to achieve results. Once you commit to this agreement and submit it to us, this is a legally binding agreement created between YOURSELF (the member) and TOUCH ACTIVE.

What is set out in this agreement supersedes anything that anyone may have said to you. This agreement sets out the arrangements about payments. You should carefully check those parts.

**Definitions:**

Words and terms used repeatedly in the agreement will have the following meanings:

TOUCH ACTIVE, the Company, us, we.

Member, you, your means the person described in Membership Agreement Form and referred to as member.

Membership means a member of TOUCH ACTIVE.

Agreement means this contract.

**Contract:**

1. You acknowledge that neither the Company, nor anyone on behalf of the Company, has made any representations or promises upon which you are relying in entering into this agreement unless set out in this agreement.
2. If the Company does not exercise any rights it has under this agreement, it is not giving away those rights. Those rights may still be exercised later.

**Renewal of contract**

When your contract reaches it's lapsing date, it will continue on a month to month basis until a 30-day termination notice is received.

**Membership:**

1. The membership you have chosen is shown on the TOUCH ACTIVE agreement and Training agreement option of this agreement. Refer to PAGE 3
2. The terms of this agreement prevail under the renewal or extension of the initial membership shown on the front page of this agreement and are not limited to the term of the initial membership
3. Memberships are assignable to a new owner of the business, at the sale or assignment of the business.
4. Members must be at least 18 years old, or co-signed by parent or legal guardian.
5. We reserve the right to refuse entry and/or to cancel membership for breach of agreement, misconduct, damage to equipment, inappropriate behaviour or drug use, including where circumstances so warrant, without notice or warning.

In the event that you change your address or contact details, it is up to you to notify us.

**Physical Condition/Medical Advice:**

1. Inform us of any medical or physical condition which might prevent or affect your use of our facilities and training methods.
2. You also acknowledge that we have not given you medical advice and cannot in the future give you medical advice in respect of your condition and your ability to use the facilities and our training methods. You should consult with your doctor before using the facilities if you have any concerns in that regard.

**Facilities and Services:**

1. We reserve the right to remove, delete or replace equipment and/or services at our facility.
  2. We also reserve the right to vary equipment, services and hours of operation at our facility.
  3. It is acknowledged that equipment and services are available on a "first come, first served" basis.
- We do advise on dietary guidelines as part of our wellness coaching but please note that if you do have any medical condition or dietary restrictions you should consult with a qualified dietician.

**Liability for Property:**

1. We will not be liable for any personal property that is damaged, lost or stolen while on our premises unless caused by any deliberate or careless act of the Company or its personnel. This includes any motor vehicle and anything in any motor vehicle.
2. You will be responsible for the cost of repair and/or replacement of any damage contributed to or caused to our property by you or your guest.

**Fees:**

1. Fees and charges payable by you, as set out on the Membership Agreement, are payable in advance for the month of training.
2. By signing the agreement, you authorize us to charge or cause transfers to be made from your nominated direct debit account.
3. The above authorization is a continuing authorization until your obligations under this agreement are fulfilled or your membership is terminated.
4. We reserve the right to charge you a processing fee being the reprocessing fee in the event of dishonour of your direct debit.

For Direct Debit Memberships we use a third party as a direct debit billing provider, and you will be asked to fill out a Direct Debit Request to allow deductions from your financial institution of choice.

**Regulations:**

1. You acknowledge that we have in place membership policies, rules and regulations for the use of equipment, use of the premises and in relation to membership.
2. We reserve the right to vary policies, rules and regulations from time to time in a manner consistent with membership.
3. Violation of membership policy, rules and regulations may result in termination of membership at our discretion.



**Acknowledgment Release and Assumption of Risk:**

- 1 I acknowledge that I will not hold TOUCH ACTIVE responsible for any personal injury (whether direct, indirect special or consequential) suffered by me.
- 2 I acknowledge that, except as provided in this document, TOUCH ACTIVE gives no warranties in respect of the facilities and equipment it provides. I hereby release and will indemnify and keep indemnified TOUCH ACTIVE from any injury or loss suffered by me while on the premises or undertaking activities arranged by TOUCH ACTIVE.
- 3 I acknowledge and accept that before utilizing the facilities I am aware of the nature of TOUCH ACTIVE training methods and if not I have/will undertake an appropriate induction which covers the basics of TOUCH ACTIVE training with a qualified trainer. Any additional or personal training required for you to advance into TOUCH ACTIVE group training would be for the members account.

**Parent or Legal Guardian:**

1. I am the parent or legal guardian of the participating member/person. I have carefully read this Waiver, Release, and Agreement and fully understand and consent to its terms. I have investigated the risks involved in participation in the training program and fully understand and assume such risks in accordance with this agreement. I am aware that this is a release of liability and a contract between TOUCH ACTIVE and myself and sign it of my own free will.
  
2. I, the undersigned, hereby hold harmless, waive and release TOUCH ACTIVE, coaches, employees, volunteers, officers, representatives, agents, organizers, and successors from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with the parents bringing their children to the TOUCH ACTIVE Facility. I am aware that TOUCH ACTIVE does not have a Child Care Facility, thus my children are of my own responsibility. I understand that if my child becomes inconsolable during the class session, I am responsible to leave the class and attend to my child. I understand that children are not allowed in the gym workout area at any time. I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person.

(PARENT DETAILS AND SIGNATURE REQUIRED IF UNDER THE AGE OF 18!)

\_\_\_\_\_  
Signature of parent /guardian

\_\_\_\_\_  
Full names of parent/guardian

**TOUCH ACTIVE MEMBERSHIP OPTION OR PACKAGE SIGNED FOR ON THIS CONTRACT AS INDICATED BELOW:**

TOUCH ACTIVE CONTRACTS & TRAINING PACKAGES:

Annual Subscription Fee R 150/ annually

**Contracts**

- 12 months R 450 per month
- 6 months R 480 per month

**Pay as You Go**

- 3-months in advance R 1500
- 1-month only R 550

**PERSONAL TRAINING WITH A TOUCH ACTIVE COACH**

Personal training to be done in Personal training studio, or during off peak hours outside of group training schedule.

- Personal Training R 250 per Session
- Boot Camp Sessions R 350 per month

TOUCH ACTIVE

PLEASE STATE THE NAME OF YOUR PERSONAL TRAINER BELOW

● \_\_\_\_\_

DATE STARTED WITH PERSONAL TRAINING/BOOTCAMP \_\_\_\_\_

TERMS & CONDITIONS OF PERSONAL TRAINING & BOOT CAMP TO BE AGREED ON BETWEEN FITNESS COACH AND THEIR MEMBER. ALL PERSONAL TRAINING & BOOT CAMP CLIENTS MUST COMPLETE THIS FORM AS REGISTRATION TO MAKE USE OF THE TOUCH ACTIVE FACILITIES AND/OR SERVICES

Method of Payment agreed between parties:

- Debit Order  
 (debit order form to be completed)  
 (debit order dates are the 28th or 3rd of each month)

MEMBERS signature.....

Date.....

Print name.....

TOUCH ACTIVE Signature .....

Witness .....

**DEBIT ORDER AUTHORISATION**

1. I \_\_\_\_\_ authorise Touch Active to instruct its bank to collect monthly amounts due to Touch Active in terms of a credit agreement entered into on \_\_\_\_\_ ("the Agreement") from my bank; and
  - 1.1 Mandate my bank to debit my nominated account as set out below, for payment to Touch Active.
2. This debit order authorisation and mandate ("Authority") is provided on condition that the amount to be debited to my account will never exceed my obligations in terms of the Agreement, and will continue until it is terminated by me by giving Touch Active notice in writing of not less than 20 ordinary working days, sent to the address as indicated on Touch Active's official letterhead.

Given by (name of account holder)	
Bank	
Account number	
Branch code	
Type of account	
Amount	
Amount in words	
Collection day (on or after) each month	
Reference name	Touch Active



2.1. In the event that the payment day falls on a Sunday, or recognised South African public holiday, the payment day will automatically be the **very next ordinary business day**.

Furthermore, if there are insufficient funds in my account to meet the obligation my account may be tracked and the instruction for payment may be represented as soon as sufficient funds are available in my account.

I understand that the debit order authorised will be processed through a computerised system provided by the South African banks. I also understand that details of each debit order will be printed on my bank statement. The debit order will contain the agreement reference name.

3. I acknowledge that all instructions issued by Touch Active shall be treated by my bank as if the instructions have been issued by me

I agree that although this Authority may be cancelled by me, such cancellation will not cancel the Agreement. I shall not be entitled to any refund of amounts which Touch Active has debited while this Authority was in force, if such amounts were legally owing to Touch Active.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

