

## CIT FIT & WELL Membership Form

Title ( <i>Mr, Mrs, Miss, Ms, Dr</i> ):		Gender ( <i>M/F/O</i> ):	D.O.B:	Previous member <input type="checkbox"/>
First name:		Surname:		
Phone ( <i>Mobile</i> ):		Phone ( <i>Business</i> ):		
Email:				
Address:				
Postcode:		Emergency Contact Name:		
		Emergency Phone:		
Membership Category	General Public <input type="checkbox"/> 12 month <input type="checkbox"/> 6 month <input type="checkbox"/> 3 month <input type="checkbox"/> 1 month <input type="checkbox"/> 10 Visit membership			\$ _____
	Senior/HEAL <input type="checkbox"/> 12 month <input type="checkbox"/> 6 month <input type="checkbox"/> 3 month <input type="checkbox"/> 1 month <input type="checkbox"/> 10 Visit membership			\$ _____
	CIT Student <input type="checkbox"/> 12 month <input type="checkbox"/> 6 month <input type="checkbox"/> 3 month <input type="checkbox"/> 1 month <input type="checkbox"/> 10 Visit membership			\$ _____
	Student <input type="checkbox"/> 12 month <input type="checkbox"/> 6 month <input type="checkbox"/> 3 month <input type="checkbox"/> 1 month <input type="checkbox"/> 10 Visit membership			\$ _____
	CIT Staff <input type="checkbox"/> 12 month <input type="checkbox"/> 6 month <input type="checkbox"/> 3 month <input type="checkbox"/> 1 month <input type="checkbox"/> 10 Visit membership			\$ _____
Fitness & Massage Students Term Membership	<input type="checkbox"/> Certificate III Student <input type="checkbox"/> Certificate IV Student <input type="checkbox"/> Massage Student			\$ _____ \$ _____ \$ _____
Corporate Membership	<input type="checkbox"/> CITSOL <input type="checkbox"/> ICT <input type="checkbox"/> Calvary Hospital <input type="checkbox"/> Other Staff's Director/HOD/GM Name & Signature: .....			\$ _____
CIT HCS Staff Membership	<input type="checkbox"/> HCS Department Name:..... HOD Name: .....HOD Signature: .....			\$ _____
Special Populations Membership	<input type="checkbox"/> Special Populations Carer's Contact Name: .....Carer's Contact Number: .....			\$ _____
Student Personal Training	<input type="checkbox"/> <i>Student Personal Training</i>			\$ _____
Assessment & Program	<input type="checkbox"/> <i>Fitness Assessment / Fitness Program</i>			\$ _____
Casual / Trial Visit	Casual / Trial visit Group Fitness Class / Yoga Other .....			\$ _____
Other	<input type="checkbox"/> Other: .....			\$ _____

Would you like to receive CIT FIT and WELL newsletters and promotional deals via email?  Yes  No

How did you find out about us?  Radio  CIT Website  Mail  CIT staff/student told me  CIT staff messages  Doctor  Other: \_\_\_\_\_

Please sign the attached Terms and Conditions of Membership and submit together with this form.

Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

# MEMBERSHIP TERMS AND CONDITIONS

## PLEASE READ THE FOLLOWING BEFORE COMPLETING YOUR MEMBERSHIP APPLICATION.

Please read the following Membership Terms and Conditions carefully to ensure you understand all relevant details. If there is something in the Membership Terms and Conditions that you do not understand please discuss with our staff member on duty or the Education Manager of Sport and Fitness Programs. Please note that these Terms and Conditions may be changed from time to time. On signing this CIT Fit & Well Membership Form, the Membership Form and these Terms and Conditions will constitute your Membership Agreement with us. You should only sign your Membership Form if you have read, understand and agree with these Terms and Conditions.

### Definitions

- (1) "You" means the applicant named on the Membership Form.
- (2) "We", "us", "our" and "CIT Fit and Well" means CIT Fit and Well of the Canberra Institute of Technology, a body corporate established by section 5 of the *Canberra Institute of Technology Act 1987* (ACT).
- (3) "Fitness Centre" means the CIT Fit and Well fitness centre, located at A Block, CIT Bruce.
- (4) "Membership Fees" means the fees advised to you by us for the relevant Membership specified in your Membership Form as varied from time to time by these Terms and Conditions.
- (5) "Staff" means employees, students or teachers engaged by us who work at the Fitness Centre.

### Purpose of Facility

As a member of CIT Fit and Well you acknowledge the Fitness Centre is a student-operated facility designed to provide on the job training and education services for students studying sport and fitness programs. Many of the services provided will be by students undergoing training and are supervised at all times by qualified teachers. As a result of the training provided students may require feedback and assistance while providing services to members from teachers. It is also expected that members will respect students while they are undergoing placement with CIT Fit and Well. You also acknowledge that groups of students will use the centre to assist in their learning and as a part of teaching activities. There may be times when the Fitness Centre may be utilised as a classroom. In such occasions these rooms will be closed or modified for members.

### Membership Term

The term of your membership is specified on your Membership Form. Except for Casual and Trial Visit membership, your membership is for a fixed period of time and will terminate automatically at the expiry of the term. Casual and Trial visit members. TERMS for these – eg is casual not fixed term but fixed visits. Seniors/HEAL memberships are for use between off peak times 8:00am-2:00pm Monday to Sunday.

### Cooling Off Period

Except for Casual and Trial Visit membership, you have a seven day ("Cooling Off") period from the date you pay the Membership Fee, during which you may cancel your membership by providing written notice to us. A refund equal to the Membership Fee, any additional amounts paid minus the Administration Fee and the cost of any fitness services already supplied will be applicable.

### Membership Fee

By signing and submitting your Membership Form, you agree to pay your Membership Fee on the start date of your Membership in full.

### Administration Fee

An Administration Fee of \$21.50 is applicable to all new or renewing memberships. The Administration Fee is not refundable, even if you choose to cancel your Membership Application during your Cooling-Off Period.

### Membership Transfer

A transfer fee of \$21.50 is applicable to all membership transfers.

### Disclosure of your Physical Condition

Provision of a safe and effective exercise program is dependent upon accurate health and fitness profiling. In addition to the APSS Form, you agree to disclose to us all relevant personal health and fitness information both prior to and during engagement in any exercise program, service or facility we provide to you, as a part of your Membership. If you are suffering from any infections or contagious illness, disease or other ailment or whilst you are suffering from any physical ailment such as open cuts or sores or minor infections you will not attend the centre whilst ill or will take all reasonable steps to minimise cross contamination.

### APSS Form

You are required to provide us a copy of the completed Adult Pre-exercise Screening System Form (**APSS Form**) or the Child/

Adolescent Medical Information Form (as applicable) at the time you submit your Membership Form.

### Change of Details

Please inform us of any change of name, phone contact numbers, email address, changes in medical conditions and any other personal information that is relevant to your membership.

### Termination when Changes made to Terms and Conditions

You may terminate the Membership Agreement with immediate effect at any time by providing us with written notice if:

- we make amendments to these Terms and Conditions and you do not wish to continue to use the Fitness Centre; or
- higher Membership Fees applicable to your membership are introduced.

You will only be charged the Administration Fee, Membership Fees for the time you have been a member and any additional fees for fitness services already supplied.

### Termination where we Breach our Obligations

If we are in breach of our obligations under the Membership Agreement and we have not remedied that breach within a reasonable time after you have notified us of our breach in writing, you may terminate the Membership Agreement with immediate effect at any time by providing us with written notice. You will only be charged, to the extent not impacted by our breach, the Administration Fee, Membership Fees for the time you have been a member and any additional fees for fitness services already supplied.

### Termination for Medical Reasons

You may terminate the Membership Agreement with immediate effect at any time by providing us with written notice if you provide to us a medical certificate issued by a registered medical practitioner, or other supporting documentation to our reasonable satisfaction to demonstrate medical and/or physical incapacity. In that event, you will only be charged the Administration Fee, Membership Fees for the time you have been a member and any additional fees for fitness services already supplied.

### Termination for Relocation or Convenience

You may terminate the Membership Agreement with immediate effect at any time by providing us with written notice (for example, if you relocate to an area not proximate to the Fitness Centre). You will be charged the Administration Fee, Membership Fees for the time you were a member. You may transfer your membership to someone else, who will incur the above fees if not paid by you.

### Privacy Statement and Acknowledgement

During the process of entering into the Contract with you and during the term of the Contract we will collect certain types of your personal information and personal health information. We will only use, disclose or deal with such information in accordance with the relevant Privacy Statement that will be provided to you in connection with the particular collection of your personal information or personal health information.

### Variation

We may alter these Terms and Conditions including the Fitness Centre rules below at any time upon thirty (30) days written notice via electronic mail. All use of our Fitness Centre and its facilities, services and products after the date specified in such notice will be subject to such altered Terms and Conditions or Fitness Centre rules.

### Damages/Personal Injury

Whilst in the Fitness Centre you may suffer injuries as a result of accident. We will comply with the statutory conditions by ensuring that the services supplied to you are rendered with due care and skill; and as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to us.

### Medical Clearance

If you are identified by our Staff that you require medical clearance before starting an exercise program, we will not grant you access to the centre until you provide to us written medical clearance. Medical clearances are only valid for 12 months. It is your responsibility to maintain your medical clearance throughout your membership term.

### Risk Management

To mitigate risk and ensure that you correctly operate or use any of our facilities, services, products or equipment, including the adjustments of levels or settings on any equipment, you are required to undertake an instructional consultation with a member of our staff before use. If you do not undertake a consultation then you agree that you are exercising at your own risk and we are not liable for any incorrect equipment use.

### Emergency Care

In the event of you being involved in an emergency, a medical episode or accident that requires medical assistance, you give your permission for our Staff to call for an ambulance, or administer the care that they deem reasonably necessary, and this is conducted at your own expense.

### **Responsibility for Damage**

You are solely responsible for any damage which you may cause to the Fitness Centre, facilities, services, products or equipment, if such damage is caused by your wilful act and/or negligence.

### **Video Monitoring**

CIT Fit & Well is under constant video monitoring throughout the Centre for health, safety and security reasons. Video monitoring recordings will only be viewed by CIT staff where there is a relevant health, safety or security incident. The recordings will only be provided to third parties, such as the police or emergency services, where the disclosure is permitted under the *Information Privacy Act 2014*.

### **Outside trainers not permitted**

Only trainers, physiotherapists and other health or fitness professionals who are CIT Fit and Well staff, or are otherwise approved by CIT Fit and Well, may conduct training or other sessions or classes at the Fitness Centre.

### **Right of Exclusion**

We may, at our absolute discretion, refuse entry to the Fitness Centre, cancel your membership and/or terminate the Membership Agreement without warning or notice. Without limitation, refusal of entry may occur, for example, for failure to provide a medical clearance; inappropriate, threatening, harassing behaviour; damaging equipment or facilities; failure to follow Fitness Centre rules and Staff instruction; or use of illegal or performance enhancing drugs in the Fitness Centre.

### **Facility Access**

To gain entry into the Fitness Centre, you must have a valid membership card. Your membership must be current and not expired, cancelled, and/or suspended and you must have no outstanding Membership Fees. You acknowledge that the Fitness Centre will be closed on some public holidays and during the annual shut down period during December and January for CIT. Areas of the Fitness Centre may have restricted access at times due to community based sport and fitness programs and for the carrying out general maintenance. Where possible these dates and times will be displayed for your attention.

### **Change of Services**

We reserve the rights to vary or change classes and services including for reasons of seasonal conditions, participation rates, staff availability, maintenance requirements or unforeseen circumstances beyond management's control.

### **Membership Suspension**

You may suspend your Membership at any time for medical reason by giving us with written notice and medical clearance. No suspension fee is applicable. The Membership term is extended for the length of the suspension, provided that suspension is made in accordance with these terms. To recommence your Membership after suspension, you must provide to us medical clearance issued by a registered medical practitioner, or other supporting documentation to our reasonable satisfaction to demonstrate medical and/or physical capacity. You must also have a new/updated personalised exercise program prescribed by our Staff.

### **Lockers**

Lockers are provided within the Fitness Centre. We do not accept responsibility for items which are lost, misplaced or stolen from within or outside of the lockers or any other area of the Fitness Centre.

### **Age Limits**

A member must be a minimum **14** years of age and must undergo full medical screening, have a fitness assessment and an exercise program prescribed before they can use the Fitness Centre. Members under 18 years will require a parent or guardian to sign their Membership Agreement and the Child/ Adolescent Medical Information Form.

### **Membership Cards**

You must present your membership card when entering the Fitness Centre or when requested by our Staff. Lost or stolen cards must be reported and a charge of \$5 is payable for a replacement card.

### **Fitness Centre Rules**

You must read, understand and abide by the Fitness Centres Rules set out below:

- Sign in at turn-style or reception upon entry
- Suitable clothing and closed footwear should be worn at all times. No dirty footwear or work clothes in the Centre;
- Use a towel on equipment;
- Wipe down equipment after use with antibacterial spray;
- Cover all cuts and grazes;
- Wash hands thoroughly before starting your workout;
- Notify reception of any blood and body fluids on the equipment;
- No food to be consumed in Centre;
- Comply with time restrictions on cardiovascular equipment;
- No personal music is permitted to be played in the Centre;
- Put weights away after you have used them;

- When using heavy free-weights always use a spotter and collars on weight training bars;
- Do not lean on mirrors;
- Be mindful of personal hygiene
- Report any faults immediately to Staff on duty;
- Report any injuries/accidents to Staff on duty (even if minor);
- In case of evacuation, follow instructions of Staff or a fire warden;
- Respect other gym members and share equipment;
- The risk of injury exists if the equipment is misused. Adhere to the standard operating procedures for the correct use of all equipment;
- Book in an instructional consultation and a personalised exercise program with our Staff before you operate or use any of our facilities, services, products or equipment.

### **Your Privacy**

If you do not provide some or all of the information that we require from you, we will not be able to process your CIT Fit & Well membership application.

Your personal information and your personal health information that we collect will not be disclosed to an overseas recipient.

CIT's privacy policy contains more information about how we manage your personal information including how you may complain about a breach of the Territory Privacy Principles and how CIT will deal with such a complaint, how you may access personal information about yourself that is held by CIT and seek correction of that information. You can find CIT's privacy policy at [https://cit.edu.au/about/cit\\_privacy\\_policy](https://cit.edu.au/about/cit_privacy_policy).

**Personal Information;** is defined in the *Information Privacy Act 2014* and essentially means information or an opinion (true or not) about an identified individual, or an individual who is reasonably identifiable. The information or opinion may be recorded in a material form or not. Personal Information does not include personal health information.

Your personal information is collected by CIT in accordance with the *CIT Privacy Policy – Territory Privacy Principles*. The policy outlines how you can access and correct your personal information, and how you can complain if you think CIT has breached your privacy.

The specific legal obligations of CIT when collecting and handling personal information are outlined in the *Information Privacy Act 2014* and in particular in the Territory Privacy Principles found in Schedule 1 of that Act.

CIT only collects personal information where that information is reasonably necessary for, or directly related to, one or more of its functions or activities. CIT functions and activities include conducting an educational institute in the field of technical and further education; providing courses and programs; supporting industry and commerce; and conferring awards to people who have completed courses. To carry out its functions CIT collects and holds personal information including: name, address and contact details; information about identity such as date of birth, country of birth, passport details, visa details, drivers licence, and educational qualifications; information about personal circumstances such as age, gender, marital status and occupation; and information about employment such as applications for employment, work history, referee comments and remuneration.

CIT generally collects personal information from the person concerned and all personal information is held securely. CIT will not disclose your personal information to third parties without first having obtained written consent, unless one of the exceptions contained in the Act apply. CIT will always provide you with sufficient information regarding the reason why CIT needs to collect personal information including any laws that require CIT to do so.

**Personal Health Information;** Personal health information is defined in the *Information Privacy Act 2014* and has the same meaning as in the *Health Records (Privacy and Access) Act 1997* and includes personal information, whether or not recorded in a health record relating to the health, an illness or a disability of a consumer. This includes your CIT Fit & Well records. Personal health information is managed by CIT Fit & Well in accordance with the *Health Records (Privacy and Access) Act 1997* and your personal health information will be collected by CIT Fit & Well for the following purposes: evaluating your current fitness and health status, including physical ability and limitations that may need additional attention and monitoring; determining your current levels of overall strength, flexibility and mobility; collecting anthropometric measurements; quantify your aerobic fitness by measuring physiological attributes such as, resting blood pressure (BP), resting heart rate (HR)

and sub maximum HR. These measurements assist Fit & Well to baseline your current aerobic capacity; and to assist CIT Fit & Well to plan, develop and deliver suitable exercise programs.

All personal information and personal health information that has been provided to CIT Fit & Well by yourself, directly from your Health Provider, or made by CIT will be held on an individual file that is stored in secure cabinets on CIT Fit & Well premises and in secure electronic records. Only staff and students in the CIT Fit and Well Fitness Centre have access to these records. The CIT Fit and Well Fitness Centre has strict policies preventing CIT Fit & Well staff and/or students engaging in unauthorised access, use, modification or disclosure of your personal health information. CIT Fit & Well will only share your personal health information internally with the other CIT Sport and Fitness staff or Students when using the information to determine appropriate

exercise/health interventions. As detailed above, CIT Fit & Well will not disclose this information to a third party without first having obtained your written consent, unless one of the exceptions contained in the Act apply.

The following CIT Sport and Fitness staff will have access to your health records information: CIT Fit & Well gym: Sport & Fitness Teachers, Fit & Well staff, Sport and Fitness students completing Student Personal Training Program, Fit & Well Manager and Sport and Fitness HOD  
If you are a child/adolescent under the age of 18 years, you will require a person with parental/guardian responsibility to access your rights under the *Health Records (Privacy and Access) Act 1997*

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

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

***Office Use Only***

**CIT Fit & Well Staff Name:**

**CIT Fit & Well Staff Signature:**

**Date:** / /