



Membership Agreement No Commitment

- Your Fortnightly Membership Fee will be billed to the account below on or around each fortnightly Thursday for \$10.00 per fortnight plus \$2 processing fee until you cancel in accordance with this agreement.
- This membership has a 1 month minimum term
- If you have a minimum monthly term, your account below will be billed for a minimum of 1 months **and will continue on a month-to-month basis at the fortnightly rate above until you cancel in accordance with the terms of this agreement.**
- Your Fortnightly Membership Fee remains fixed so long as you remain a member in good standing including payment of all Fortnightly amounts and your Annual Admin Fee.
- An Annual Admin Fee is due by no later than the 8th week from your membership start date for \$39 and will continue to be billed on or around the anniversary of that date each year thereafter until you cancel in accordance with the terms of this agreement.
- To cancel your monthly membership and stop the billing of your Fortnightly Membership Fee, the club requires written notification 7 days prior to your next FN draft date, delivered to the club in person or postmarked via certified mail to the club address listed above. In order to cancel your membership prior to the billing of the Yearly Annual Fee, the club requires written notice as described 7 days prior to your Yearly Annual Fee date. The Annual Rate Guarantee Fee is fully earned when received and is non-refundable.
- If your fortnightly membership has a minimum term, and you wish to cancel your membership before the end of the term for reasons other than those listed in Section 9 of this agreement, a termination fee of \$99 will be payable.
- If you provide us with more than one method of payment, you authorize us to charge any amounts you may owe us including, but not limited to, any membership-related obligations, retail transactions, and/or online purchases to any form of payment which you have provided us until such time as you revoke your authorization for that method of payment by written notification delivered to the club in person or preferably via certified mail to the address listed above.
- You must inform us of any upcoming changes to your credit or debit card (such as upcoming expiry) that will affect our ability to direct debit your Fortnightly Membership Fee, at least 2 Business Days before the day on which we are due to perform the direct debit.
- In accordance with applicable law, if our first attempt to collect any fee under this Agreement is unsuccessful, we may make additional attempts to collect from any/all payment methods you provide us, and a service fee of \$10 or, if less, the maximum amount allowed by law may be applied for each instance we submit or re-submit such payment request and it is returned uncollectable for any reason including, but not limited to, insufficient funds, expired or cancelled payment cards, overdrafts and closed accounts. We are not liable for any fees charged by your financial institution in the event a payment request is returned as uncollectable.
- **Cancellation & Billing Policies: I have read and understand the cancellation rights and billing policies on the front and back of this agreement _____ (Member initials)**

RELEASE OF LIABILITY INDEMNIFICATION ASSUMPTION OF RISK CLUB RULES BUYER'S NOTICE & RIGHT TO CANCEL

I understand I am not obligated to sign this agreement and should not do so if there are any unfilled blanks. I understand my right of cancellation and the billing and refund policies. I understand my release of liability, assumption of risk and agreement to indemnify, defend and hold harmless and I have been given the opportunity to review and ask questions related to my use of the facilities, exercise equipment, spray tanning, massage beds/chairs and other equipment, as well as my participation in exercise programs or other services and/or programs offered to members. I agree to comply with Planet Fitness' membership policies and club rules that may be communicated to me from time to time, whether in writing, electronically, through club signage or verbally. Planet Fitness reserves the right, in its sole discretion, to refund the pro-rated cost of unused services and terminate my membership immediately for violation of any membership policy or club rule. By signing below, I acknowledge and agree to all of the terms contained on the front and back of this agreement.

I understand and expressly agree that my use of this or any other Planet Fitness facility involves the risk of injury to me or my guest whether caused by me or not. I understand that these risks are inherent in physical activity and my use of the facilities and can range from minor injuries to major injuries, including death. In consideration of my participation in the activities and use of the facilities, exercise equipment and services offered by Planet Fitness and such use by my guests, if applicable, I understand and voluntarily accept full responsibility on my behalf and on my guest's behalf for the risk of injury or loss arising out of, connected with, or related to my use or my guest's use of the facilities including, without limitation, exercise equipment, spray tanning, massage beds/chairs, and participation in PE@PF® or other exercise programs or use of other services, equipment and/or programs offered to members. I further agree that Planet Fitness, PF Corporate, their respective affiliated companies, parents, subsidiaries and the officers, directors, shareholders, employees, managers, members, agents and independent contractors of such entities will not be liable for any injury including, without limitation, personal, bodily, or mental injury, disability, death, economic loss or any damage whatsoever suffered by me, my spouse or domestic partner, guests, unborn child, heirs, or relatives whether consequential, direct, indirect, caused by or connected with or resulting from the conduct or omission of Planet Fitness, PF Corporate, or anyone acting on their behalf, whether related to exercise or not. Accordingly, to the fullest extent permitted by law, I do hereby forever release, waive and discharge Planet Fitness and PF Corporate from any and all claims, demands, injuries, damages, actions or causes of action whether in contract, tort, under statute or otherwise related to my use or my guest's use of any Planet Fitness facility (collectively, "Claims") against Planet Fitness, PF Corporate, or anyone acting on their behalf, and hereby agree to defend, indemnify and hold harmless Planet Fitness and PF Corporate from and against any such Claims, including Claims made by my guests. I further understand and acknowledge that, to the fullest extent permitted by law, neither Planet Fitness nor PF Corporate manufactures fitness or other equipment or products available in its facilities and therefore Planet Fitness and PF Corporate will not be held liable for defective equipment or products.

I agree to Ezyipay's Terms And Conditions

PLEASE READ AND UNDERSTAND THIS AGREEMENT BEFORE SIGNING.

1. Parties

Planet Fitness (as previously defined) and you agree that by signing this agreement, you are purchasing a membership or services and agree to all the terms contained in this agreement. The terms “you” and “Planet Fitness” include heirs, estates, agents, representatives, officers, directors, shareholders, managers, members, successors, affiliates, parents, subsidiaries and employees. Both parties make this agreement on behalf of, and it binds, all these included persons and entities. It is your responsibility to notify Planet Fitness of any change in your mailing address, billing information or contact information.

2. Representations

A) **Physical Condition & No Medical Advice:** You represent that you are in good physical condition and have no medical reason or impairment that might prevent you from your intended use of Planet Fitness’ facilities. You acknowledge that Planet Fitness did not give you medical advice before you joined, and cannot give you medical advice after you join. We do not give members advice relating to their physical condition or ability to use the facilities, so if you have any health or medical concerns now or after you join, please discuss them with your doctor before using the facilities.

B) **Liability for Property:** Neither Planet Fitness nor PF Corporate (as previously defined) is liable to you or your guest for any personal property that is damaged, lost, or stolen while on or around Planet Fitness’s premises (including, but not limited to, a vehicle or its contents or any property left in a locker) except where such loss or damage is as a result of Planet Fitness’ gross negligence or a breach of this agreement. If you or your guest cause any damage to Planet Fitness’ facilities, you are liable to Planet Fitness for its cost of repair or replacement.

C) **Entire Agreement & Enforcement:** You acknowledge that neither Planet Fitness, nor anyone else, made any representations nor promises upon which you relied that are not stated in this agreement. This document contains the entire agreement between you and Planet Fitness and replaces any oral or other written agreement. If a court declares any part of this agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If Planet Fitness does not enforce any right in this agreement for any reason, Planet Fitness does not waive its right to enforce it later. This agreement and all physical or electronic copies hereof will be deemed to be valid and authentic and you intend and agree that such copies will be given the same legal effect as the original signed agreement.

3. Membership

A) **General:** Your membership permits you to use Planet Fitness’ premises, facilities, equipment and services and your dues are in exchange for such access whether you use the facilities or not. Your membership is subject to all the policies, rules, terms, conditions and limitations set out in this agreement, including, but not limited to, PF Black Card® benefit rules, transferability rules, guest privilege rules, and dress code. Your membership gives you no rights in Planet Fitness, PF Corporate, its management, ownership, property or operation. Planet Fitness may assign or transfer your membership in its sole discretion, provided that the assignment or transfer is not to the detriment of your rights under this agreement. Your membership is personal to you and you have no right to assign your membership or this agreement. Planet Fitness can sell memberships at different rates and terms than yours. Any special promotional membership or rate regarding privileges, usage, hours, benefits or facilities is valid only at your home club, unless otherwise provided by Planet Fitness in a signed writing.

B) **Group Fitness Instruction (PE@PF®):** Planet Fitness may offer pre-scheduled group fitness instruction from time to time. The number of participants in group sessions may be limited. Group sessions will be made available either on an appointment basis or on a “first come, first served” basis. These classes are strictly informational and instructional in nature and not intended as personal training.

C) **PF Black Card Reciprocal Access:** If you purchase a PF Black Card Membership, there are additional rules and limitations governing reciprocal access, including the requirement to sign in at any visiting (non-home club) location. Reciprocal access is limited to 10 visits per month to a visiting location. Additional fees may apply if you exceed 10 visits to the same visiting club in a month. Each time you visit a club outside of the country in which your home club is located, an additional fee may be payable prior to you being permitted entry to the club.

D) **PF Black Card Guest Privileges and Other Benefits:** PF Black Card members may bring one guest per day for free to any location. All guests must be 18 years old or at least 13 years old if accompanied by a parent/guardian and must sign a guest registry. Adult guests must present photo identification when signing in. The PF Black Card member must accompany the guest and remain on the premises during the entire visit. PF Black Card guests are not entitled to use tanning or any other PF Black Card benefit or amenity.

E) **Transfer of Location:** If you are a monthly member, you can transfer your membership from your home club to another club provided you are current on your Fortnightly membership fees and have been a member for at least ninety (90) days. Prepaid memberships are not transferable. A transfer fee may apply.

F) **Membership Freeze:** Your membership can be frozen for verified medical reasons only at time of illness, injury or medical condition. Your freeze will be limited to the time indicated as necessary by your physician, up to a maximum of three (3) months. Your Fortnightly dues will be automatically reinstated at the end of your freeze and billed to the account on file with Planet Fitness unless you cancel your membership or you are approved for a longer freeze. Please note that you will still be billed for your Annual Membership Fee when it is due, even if your membership is frozen.

G) **Non-Discrimination:** It is the policy of Planet Fitness not to discriminate against any person on the basis of race, national origin, ancestry, color, creed, religion, sex, sexual orientation, age or disability.

H) **Changes to Membership Agreement:** Planet Fitness may, from time to time, make changes to this agreement, other than to your fixed Fortnightly Membership Fee. Such revisions will be effective immediately, provided, however, such revisions shall, unless otherwise stated, be effective thirty (30) days after the date on which Planet Fitness notifies you of the change. Your continued use of Planet Fitness’ facilities and/or services shall constitute acceptance of these changes. If any change to this agreement significantly reduces the benefits to you of your membership, you are entitled to terminate this agreement and your membership by notifying us accordingly.

I) **Privacy:** Planet Fitness and PF Corporate collect, use, store and disclose certain personal information of members in accordance with their Privacy Policies, which are available free of charge upon request. The PF Corporate Privacy Policy is available at www.PlanetFitness.com.au. Please review the Privacy Policy before signing this agreement as it contains important information relating to how you may access and correct the personal information that Planet Fitness may hold about you. It also sets out how you may contact Planet Fitness to complain about a breach of the Privacy Act, and how Planet Fitness will handle such a complaint. If you have any questions or concerns about data privacy, including the Privacy Policy, please contact your local club.

4. Rules & Regulations

You agree to follow Planet Fitness’ membership policies and club rules. Planet Fitness may, in its sole discretion, modify the policies and any club rule without notice at any time, provided that if any change to significantly reduces the benefits to you of your membership, you are entitled to terminate this agreement and your membership by notifying us accordingly. Club rules vary by location and all signs posted in a club or on the premises and any verbal communication from Planet Fitness shall be considered a part of the club rules. Planet Fitness reserves the right, in its sole discretion, to terminate your membership at any time, effective immediately, if you commit a serious violation of any membership policy or club rule.

5. Dress Code

Planet Fitness strives to provide a safe and comfortable environment for all members. As such, Planet Fitness management and staff may enforce, and you agree to abide by, a dress code in all areas of the club. Clothing that may be perceived as intimidating, revealing or offensive, as well as clothing that may present a safety hazard or damage equipment, is not allowed.

6. Account Information Notifications

Planet Fitness may contact you via telephone, email, text message or other means from time to time for the purpose of notifying you of issues related to your membership or billing information or for automatic payment processing issues. By providing us with your contact information and signing this agreement, you give your prior express written consent to receive, at any address or phone number provided to us, membership, special offers and billing-related communications from us or our authorized delegate to the extent permitted by applicable law, including without limitation the Spam Act 2003. Data and usage charges may apply.

7. Facilities & Services

A) Planet Fitness reserves the right at any time to remove, discontinue, repair or replace the equipment available to members without any effect on this agreement. Planet Fitness also reserves the right to make changes to the type or quantity of equipment, programs or services offered to members and to alter the hours of operation in Planet Fitness’ sole discretion. You acknowledge and agree that the equipment, programs and services currently available at the facility are subject to change from time to time and are offered on a “first come, first served basis.”

B) Planet Fitness regularly closes its facilities (or portions of its facilities) for maintenance on a temporary basis and also closes on selected holidays, etc. and such temporary closures will have no effect on this agreement so long as such temporary closures are reasonable. If your home club is permanently closed or, moved you may terminate your membership and this agreement by notifying Planet Fitness.

8. Dues, Fees, Charges & Taxes

A) **Payment Authorization:** You have full control over the payment authorization and can stop it at any time by notifying Planet Fitness as set forth on the front page of this agreement. You are responsible for notifying your bank or credit card company of any error that appears on your statement in a timely manner.

B) **Charges & Taxes:** Planet Fitness has the right to add to your prepaid dues or to your Fortnightly dues any applicable tax imposed by the government even if you are still in your minimum membership term.

9. Cancellation Rights

You may cancel your membership at any time after the minimum monthly term, by notifying Planet Fitness in the manner set out on the first page of this agreement.

You may also terminate this agreement and your membership if:

A) Planet Fitness breaches any material term of this agreement and fails to remedy the breach within 14 days of you notifying Planet Fitness of the breach;

B) where you elect to terminate this agreement in accordance with sections 3(H) or 4 following Planet Fitness making a change to this agreement or any membership policies or club rules which significantly reduce the benefits to you of your membership; or

C) where you elect to terminate this agreement as a result of the closure or move of your home club, in accordance with section 7(B).

10. Limitation of Liability

To the maximum extent permitted by law, a party's liability under this agreement is limited to actual compensatory damages. Specifically, neither

party is liable for any indirect, special, incidental, consequential or punitive damages, even if one party told the other party that they might suffer these damages.

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