

Section 5: MEMBERSHIP AGREEMENT

For the purpose of this agreement The Watershed Sports & Leisure Complex is referred to as the 'Club' & person(s) named in Sections 1 & 2 of this Document referred to as 'Member(s)'

1. Universal Membership of the Club will entitle the Member to use all of the facilities at the Club and attend all Watershed fitness classes free of charge.
2. Gym Only Membership of the Club will entitle the Member to use Gym facilities at the Club and attend all Watershed fitness classes free of charge.
3. Pool Only Membership of the Club will entitle the Member to use Pool and Health Suite facilities and attend Watershed Aquafit classes free of charge.
4. Use of the facilities and premises of the Club is strictly in adherence to the Rules and Regulations of the Club in effect at any time.
5. Payment of the membership fee will entitle the Member to membership of the Club for the period specified on the Application Form.
6. Membership packages are for a period of 12 months unless otherwise stated and by acquiring a Membership the Member is agreeing to complete payment of the full amount due for the membership. Direct Debit membership will continue to roll forward unless the Member cancels after 12 months.
7. Direct Debit payments will be debited monthly from the account specified on the mandate form. If a payment fails, access to the Club will be denied to the Member unless arrears are brought up to date. Payment will still be due for the remaining period of the membership.
8. Temporary suspension of membership will not be allowed under any circumstances.
9. Membership of the Club is not assignable or transferable.
10. Membership fees are non refundable, even in the case of injury, illness or relocation.
11. Membership may be terminated by the management for violation of the Rules and Regulations of the Club, or for conduct deemed by the management to be detrimental to the welfare, good order of character of the Club or it's Members.
12. The Member acknowledges that the Club will not be responsible for the loss of items or damage to personal property, either on the Club premises or in the Club's car parking areas.
13. The Member acknowledges that the Club accepts no liability whatsoever for any personal injury or damage to personal property sustained by the member while he/she is using the Club premises, facilities or parking areas.
14. The Member acknowledges that he/she uses the Club premises, facilities and parking areas at his/her own risk.
15. The Member acknowledges that he/she is in good health and not suffering from any illness or disease.
16. The Management reserves the right to utilise the Club facilities for special events, private parties, seminars, tournaments or other events which may restrict the access to members.
17. The Club will use its best endeavours to ensure that all facilities, apparatus and equipment are maintained in working order but the Club accepts no responsibility for failure or breakdown of any equipment or apparatus however caused.
18. In the event of any dispute arising between a Member of the Club and the Management of the Club, the decision of The Club will be final.
19. The Management of the Club reserves the right to amend and add to these Conditions of Membership as it sees fit and the Member shall observe any amended or additional Conditions or Rules so made.
20. On joining the Club the Member automatically accepts and agrees to be bound by these Conditions of Membership of the Club and the Member's signature in **Section 7** of this document is acknowledgement and acceptance of these terms.

ACKNOWLEDGEMENT OF MEMBERSHIP TERMS AND CONDITIONS

- A. I/We the Member(s), named in Section 1 and 2 of this document, will use the facilities of The Club entirely at my/our own risk and the Club shall have no liability whatsoever, whether in sort or in contract, for any loss, injury or damage however sustained to me/us. I/We accept full responsibility for my/our own use of any and all facilities, appliances, privilege or service whatsoever at my/our own risk and indemnify and hold harmless The Club, its shareholders and directors, officers, employees or lessons from any and all loss, claim, injury, damage or liability sustained or incurred by me/us or my/our property however caused.
- B. I/We further acknowledge that I/we have carefully read the Rules and Regulations of the Club and hereby undertake to abide by same.
- C. I/We further understand that the terms of this agreement are to be read in conjunction with the Rules and Regulations of the Club and in the event of any conflict between the above mentioned terms and the Rules and Regulations, the terms of this Membership Agreement shall prevail.

OUR HEALTH COMMITMENT TO YOU

1. We will respect your personal decisions and allow you to make your own choices about what exercises you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.
2. We will make every reasonable effort to make sure that our equipment and facilities are in a safe condition for you to use and enjoy
3. We will take all reasonable steps to make sure that our staff are qualified to the fitness industry standards as set by our governing body.
4. If you tell us that you have a disability which puts you at substantial disadvantage in accessing our equipment and facilities, we will consider what adjustments, if any, are reasonable for us to make

YOUR HEALTH COMMITMENT TO US

1. You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, seek advice from a relevant medical professional before you use our equipment or facilities.
2. You should make yourself aware of any rules and instructions, including warning notices. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you.
3. You should let us know immediately if you feel unwell when using our equipment or facilities. Our staff members are not qualified doctors, but there will be a person available who has first aid training. If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.

Section 6: PAYMENT

Note: Membership Fees are non-refundable and non-transferable as per the terms of the Membership Agreement

AMOUNT €

CASH DIRECT DEBIT CREDIT CARD LASER CARD
CHEQUE CHEQUE NO. VOUCHER VOUCHER NO.

Office Use Only

Payment Correct

CEO Check

Section 7: SIGNATURE

I/We confirm that all details provided by me/us on this document are correct and that I/we have read the Membership Agreement and that my/our signature (s) below denotes confirmation of my/our acceptance of all terms of this Agreement.

Member 1 Date
(Head Member)

Member 2 Date
(Linked Member)


the Watershed
SPORT AND LEISURE FORUM
Sept 2020