

Noodrush Sport and Leisure





I wish to join under the following membership (please tick):		<u>Upfront Payment:</u>	
Standard Full (Peak Anytime) - £22.00 per month		12 Month Standard Full (Peak Anytime) - £250.00	
Standard Off-Peak (Mon-Fri 10:00am-3:00pm) - £19.50 per month	П	12 Month Off-Peak (Mon-Fri 10:00am-3:00pm) - £220.00	
Woodrush Sixth Form (Peak Anytime) - £16.50 per month	\Box	2 Week Standard (Peak Anytime) - £22.00	
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Applicants Details		Under 18's Membership – Guarantor Details	
Title: Mr/Mrs/Miss/Ms/Other:		Title: Mr/Mrs/Miss/Ms/Other:	
First Name:		First Name:	
Surname:		Surname:	
Date of Birth:		Date of Birth:	
Home Address:		Home Address:	
Postcode:		Postcode:	
Telephone:		Telephone:	
Email Address:		Email Address:	
Emergency Contact Details			
Title: Mr/Mrs/Miss/Ms/Other:	Fi	irst Name:	
Telephone:	S	urname:	
Promotional Offers and Freebies - If you would like to receive promotional offers, freebies and inf via email, social media, post or telephone please indicate your	ormati consen	on about our products, services and other news relevant to it by ticking the relevant boxes below.	you
I would like to receive promotional offers and information via:	Ema	il [] Telephone [] Post [] Social Media []	
You can withdraw your consent at any time by emailing info@wmember of staff on reception. We reserve the right to take photos of our facilities which may promotional purposes.			

HEALTH AGREEMENT AND COMMITMENT

The information given by you in entering this agreement is correct and will be relied upon by us.

Our staff, agents and subcontractors are not medically trained and should you have any concerns with your health and fitness you should seek independent medical advice before engaging in any physical activity on our premises.

This agreement will become binding upon both parties once you have signed this form .

You are primarily responsible for your health and wellbeing, but we at Woodrush Sport and Leisure wish that you enjoy our facilities, classes and Rush Active Gym experience safely. To that end we consider that we should expect the following of each other:

FROM US:

We will respect your personal decisions, and allow you to make you own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.

We shall endeavour to maintain a safe environment for you to enjoy your exercise.

We shall endeavour to ensure that our instructors and staff are qualified to fitness industry standards.

We shall at all times keep confidential any information that you give us regarding your health.

FROM YOU:

If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.

You should make yourself aware of any rules and instructions, including warning notices, and follow them.

Exercise carries its own risks. You agree that you are not concerned that you have a medical condition which might interfere with you exercising safely, before you use our equipment and facilities.

You understand that failing to use equipment correctly may result in injury to yourself or to others, which Woodrush Sports and Leisure will not be held accountable for.

You should not carry out any activities which you have been told are not suitable for you.

You should let us know immediately if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there may be a person available who has had first-aid training. There is no legal requirement for us to provide First Aid facilities, resources and/or support for the injured party.

You should not exercise beyond your own abilities. If you know or are you should get advice from relevant medical professional and follow that advice.

To the best of your knowledge and belief you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, well-being or physical condition.

Further, that you will advise us immediately should your health or vulnerability to injury change.

TERMS AND CONDITIONS

1. Introduction

- 1.1 These Terms and Conditions set out the agreement between you and us for your use of the Rush Active Gym which we operate and constitute an agreement between you and us. Please make sure that you read and understand these Terms and Conditions because you will be bound by them.
- In these Terms and Conditions:
- "Member", "you" and "your" means any individual who uses the Rush Active Gym other than guests using day passes.
- "Rush Active" means the gym and associated facilities located at Woodrush High School, Shawhurst Lane, Wythall, Worcester, Worcestershire, B47 5JW part of "Woodrush Sport and Leisure".
- "Woodrush Sport and Leisure", "Rush Active", "us", "we" and "our" means the company known as Woodrush High School an academy for students aged 11-18 Ltd.

company number 07677510 and referred to in this Agreement as Rush Active.

1.2 All Members must abide by these Terms and Conditions. Individuals in breach of the Terms and Conditions may have their membership withdrawn. Rush Active reserve the right to make minor changes to these Terms and Conditions without notice to you. From time to time we may make more substantial changes to these Terms and Conditions in which case we will notify you via notices which will be displayed at Rush Active and you will have the option to terminate your membership in accordance with these Terms and Conditions.

2. General Membership

- 2.1 Members must be a minimum age of sixteen (16) years old and have left Mainstream Education to obtain a Rush Active Gym Membership.
- 2.2 Any individual under the age of eighteen (18) years: The parent/carer, of the prospective member, must authorise their child becoming a Member through counter signing the terms and conditions, health forms and financial documentation in line with Rush Active procedures.
- 2.3 The parent/carer who has counter signed documentation including the Terms and Conditions must act as financial guarantor for Members who are under 18 years of age according to the membership type accepted. As Parent/Carer of the named above, you clarify that you have read and understood the Terms and Conditions relating to your child's membership. You understand that Rush Active is not responsible for your child whilst on site. You accept responsibility as guarantor and agree that your child is permitted to use Rush Active as any other Member in the membership contract accepted.
- 2.4 Rush Active has absolute discretion upon whether to accept the application of membership of an applicant as a Member of Rush Active Gym.
- 2.5 Acceptance by Rush Active of an application for membership shall constitute a binding contract between Rush Active and the Member upon these Terms and

Conditions of membership and the rules/etiquette of the Rush Active Gym.

- 2.6 Monthly or annual subscriptions shall be payable by each Member irrespective of the actual usage of the Club or change in personal circumstances, this does not infringe on a Member's rights under the Cancellation or Changes to Membership Sections.
- 2.7 Members confirm and warrant that all information that you have provided as part of the application is true and accurate in all respects.
- 2.8 Membership entitles you to use Rush Active Gym's facilities, subject to these Terms and Conditions as they apply to your chosen membership category, and subject to the availability of facilities and classes. Members will be given at least thirty (30) days' notice, or less if it is not reasonably practical to give thirty (30) days' notice, in respect of any changes of membership Terms and Conditions. Classes may be withdrawn or changed at any time without notice, however, where possible notice will be given and where any additional payment beyond the membership fee has been made, refunds will be given.
- 2.9 In the event a material change is made to Terms and Conditions, Members shall be entitled to terminate the remainder of the membership providing one month's written notice to us within fourteen (14) days of receiving the notice of the change to membership conditions.

3. Rolling Monthly Membership

3.1 From the date of being accepted as a Member, membership shall continue for a minimum period of one (1) month unless terminated in accordance with this agreement and shall continue thereafter until terminated in accordance with this agreement. One (1) month's minimum written notice to Rush Active, via email is required to terminate this membership. Members must not assume their membership has been cancelled until receiving a confirmation email or letter from Woodrush Rush Active.

4. Prices

- 4.1 Rush Active reserve the right to increase prices at any point during the term of the membership and we reserve the right to pass on any changes in VAT to you.
- 4.2 Where any increase in price is made, the member is entitled to terminate the remainder of the membership by providing one months' paid notice within 14 days of receiving notice of any increase. At least 30 days' notice of any price change shall be given to members.
- 4.3 Members on Recurring Card Payments agree that monthly membership fees will be paid each month in advance of us providing services pursuant to this agreement for the month of receipt of such membership fees.

5. Members' Access

- 5.1 Members will be issued with one membership band, which is configured and personal to you. Bands must be worn on every visit and will allow members access through the turnstiles according to your individual membership contract.
- 5.2 Members must not give their band to any other individual to access the site. This may result in your membership being revoked. In this circumstance Rush Active reserves the right to request payment in full of any outstanding membership fees.
- 5.3 Replacement of your gym membership access band due to any of the following reasons; loss, damage, or stolen, must be repurchased at an £8.00 charge. Bands are non-refundable.
- 5.4 In order to provide a high standard of facilities, we may need to make changes to our scheduled opening hours from time to time, for example for repairs and maintenance. Any such closures will not amount to a breach of this agreement by us.
- 5.5 Opening hours are subject to change. Times may vary, particularly at Christmas and Bank Holidays. We will normally provide one (1) months' notice of any changes where possible. Any such changes will not amount to a breach of this agreement by us.
- 5.6 Last entry is one hour prior to Rush Active's published closing times. All members should be preparing to vacate the facilities 30 minutes before closing.

6.a. Off Peak Membership Access

- 6.a.1 Off Peak members will not be granted access to Rush Active Gym facilities or classes during Peak times unless agreed by us.

 An additional charge will apply.
- 6.a.2 Off Peak members will only be able to access Rush Active Gym during our stated Off Peak times.

7. Advance Bookings

- 7.1 Members can book classes 6 days in advance through contacting Rush Active or booking online (if available), all classes are subject to availability.
- 7.2 To attend a class, members must sign in at reception to ensure their attendance is logged
- 7.3 Rush Active reserves the right to restrict members booking classes in advance if they do not attend classes they have pre-booked. Any cancellations which are made less than 24 hours before the time the class is due to start will be treated as a non-attendance.
- 7.4 Members should expect that they may be unable to attend classes if they have not pre-booked a place due to high demand.

8. Membership Cancellation

- 8.1 Rush Active may terminate the membership of any member without notice and with immediate effect in the event that you commit a breach of any of the terms of this agreement. In those cases where a member is in breach of their contract and membership has been paid in advance, Rush Active reserves the right to refuse the member a refund for the membership fee.
- 8.2 Rolling Monthly Memberships will be subject to these increased rates and cancellation terms.
- 8.3 Members who do not want to continue their membership should provide one (1) Months written notice to Rush Active, Rush Active, via email to terminate their membership.
- 8.4 Members who have paid a single subscription for their 12 month membership is recognised as a one off payment and as such cannot be cancelled once purchased.
- 8.5 All bands are the members property once purchased. Once membership is terminated the band will be de-activated and not in use. Bands are non-refundable.

9. FREEZING

Memberships and this agreement can be frozen, at the discretion of Rush Active under the following circumstances:

9.1 Temporary Illness or Injury: In the event of a temporary illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for a period of time.

Please note – ANY Freeze will not take effect until the appropriate proof is provided and received (in writing or via email) by Rush Active.

9.2 Once membership is frozen the band will be de-activated and not in use. A member's band will be reactivated once membership recommences.

10. Gym Rules and Etiquette

10.1 All users must follow and obey the Gym Rules and Etiquette in this agreement and any other rules notified to you by our Staff.

10.2 All members must receive a general tour of the gym and then either: a full induction, or sign a waiver to declare that they do not want an induction.

10.3 Members are responsible for making sure that they correctly use any facilities or equipment in the gym, including adjusting levels, settings or weights to their requirements. If members are in any doubt about how to use any facilities or equipment you must consult one of our members of staff before use.

- 10.4 By entering or utilising the Rush Active Gym members acknowledge that there are potential dangers inherent with physical exercise in any environment and they must declare if they know of any reason, medical or otherwise, why they should not exercise.
- 10.5 Members are advised that it is the responsibility of each individual to ensure that he or she has achieved such levels of fitness and general health as will allow the use of Rush Active without injury or accident.
- 10.6 Members understand that any exercise undertaken and equipment used within Rush Active Gym is voluntary and at their own risk.
- 10.7 Members must not behave in a manner which is inappropriate, which may include, by way of example, violence, rudeness, use of bad language,

threatening behaviour or inappropriate sexual activities, in a way which disturbs the enjoyment of the Club by other Members

- 10.8 Members must be respectful and courteous to other members and staff at all times
- 10.9 Equipment should be kept clean and members should wipe equipment down after use. Materials are available on the Gym Floor.
- 10.10 All weights and equipment should be put back in the correct and safe place after use. Whilst Rush Active expects equipment to be stored correctly, members are responsible for their own safety in the gym and should be mindful and aware of any loose equipment around them. Rush Active cannot be held accountable where equipment has not been stored correctly.
- 10.11 Weights must not be dropped on the floor.
- 10.12 Any damages and/or breakages should be reported to a member of staff on occurrence. Members should notify management in the event they suspect any of the equipment is faulty or damaged and stop use of the equipment immediately.
- 10.13 Smoking, including e-cigarettes, is prohibited in all areas of the Centre.
- 10.14 Eating is prohibited in the Gym and Studio.
- 10.15 Moving stationary equipment is prohibited in the Gym.
- 10.16 Drug use, and or steroids, is prohibited in all areas of the Centre.
- 10.17 Members must not litter around equipment and restrict access to other members or block fire exists.
- 10.18 Members will be liable for any negligent or deliberate damage to property and/or equipment.
- 10.19 Members should ensure that they arrive at least 5 mins before the scheduled start time of any timetabled class or other activity.
- 10.20 During busy periods, use of the cardiovascular and free weights are limited to fifteen (15) minutes on any one piece of equipment.
- 10.21 No bags are allowed on the gym or floor at any time.
- 10.22 The use of cameras whilst using the gym and studio is prohibited. Phones must not be used for taking pictures at any time.
- 10.23 We recommend that members should train with at least one other person in case of injury or illness.
- 11. Personal Belongings Rush Active do not accept liability for loss, theft or damage to any personal belongings.
- 12. Clothing & Footwear Suitable, clean and appropriate clothing and footwear must be worn whilst a member is in the Rush Active Gym or Studio for the activity which you are planning to undertake. Members are responsible for consulting a member of staff if they are unsure as to the suitability of a particular item. Only sport attire is acceptable in the gym and studio. No black soled trainers are permitted in the studio. Members should remove all jewellery, which is liable to cause injury or harm due to entrapment.
- 13. Lost Property All Lost Property is kept for a period of 4-weeks depending on health and safety and hygiene implications. If unclaimed, after this period they will be disposed of.
- 14. Lockers Lockers are provided for the use of members and gym users and require a £1 refundable deposit to operate. All items are left entirely at the owner's risk. It is suggested that valuables and expensive jewellery are left at home. All lockers are for temporary use only. Any items left overnight will be removed and disposed of.
- **15. Personal Training** May only be performed by employees or authorised agents of Rush Active. Members and Guests are not permitted to use external Personal Trainers. All Personal Training must be booked via Rush Active reception, and on booking you are consenting to abide by the Rush Active Terms and Conditions.

16. Personal Information

16.1 We will only use your personal information as set out in our Privacy Policy, which you can view by visiting www.woodrushsportcommunityhub.co.uk, or by requesting it from us by emailing info@woodrushsportscentre.co.uk or calling 01564 820099 or speaking to a member of staff on reception. All documentation is retained in-line with our retention policy.

16.2 In the course of your membership, we may collect certain personal information about you including personal details, financial details and information about your health. We will use this information for purposes including managing your membership and communicating with you.

16.3 We will limit access to the processing of and use of your personal information to our employees and management who may, from time to time, require its use for marketing or other services. In addition, from time to time, we may need to make your personal information available to third parties such as legal authorities, our group companies and professional advisors.

16.4 Please contact reception if you have any questions or concerns about how we will use and store your personal information or if you wish to exercise your right to access, modify, object to the use of or request the deletion of your personal information.

16.5 We reserve the right to take photographs of our facilities (which may include you, provided your inclusion is incidental) for press and promotional purposes.

16.6. As a member of the Rush Active Gym, you acknowledge that you have read and understand the provisions of this paragraph and that you agree that we may collect, use, process and disclose your personal information as described.

How to contact us - You can contact us via telephone on 01564 820 099,	, emailing us at info@woodrushsportscentre.co.uk or	r by writing to us at Woodrush
Community Hub, Shawhurst Lane, Hollywood, B47 5JW.		

18. Promotional Photography - During your visit we may be taking photographs and videos for our social media p	ages and marketing.
Please tick this box if you wish to opt-out of the above (Point 18):	

<u>Declaration</u> - This agreement will become binding upon both /all parties signing below.

I have read and understood the Health Agreement and Commitment and Terms and Conditions for use of the Rush Active Gym, along with all other terms and conditions relating to my membership. I understand that should my health circumstances change it is my responsibility to inform Rush Active in writing. By ticking the Agree to Terms and Conditions box on our website, you are agreeing to all the above.

PHYSICAL ACTIVITY READINESS QUESTIONNAIRE (PAR-Q) Assessing your needs: all the information received on this form will be kept strictly confidential. Please fill out the

forms completely and accurately as this is essential in helping our trainers develop a programme that addresses

your needs, goals, and interests and is safe and effective.				
GP's name:		Phone		
GP's address:				

Medical History – Tick yes or no to the following agreements and sign where indicated		
1) Has a doctor ever said you have a heart condition? If yes, please provide details		
2) Has a doctor ever said you should only participate in medically supervised activity? If yes, please provide details		
3) Do you have or feel chest pain during physical activity?		
4) Do you experience loss of balance due to dizziness or do you lose consciousness?		
5) Are you taking any medication? If yes, please provide details		
6) Do you have an existing bone or joint problem?		
7) Do you experience shortness of breath during any of the following: (a) at rest, (b) mild exercise, (c) physical activity. If yes, please provide details		
9) Are you pregnant, have been pregnant or given birth in the last 6 months?	+	
10) Do you have diabetes mellitus? Type 1 or Type 2?		
11) Have you suffered from any major illness or surgery in the past year? If yes, please provide details		
12) Are you currently unwell (have a cold)?	-	
13) Are you aware of any other reason why you should not exercise without medical supervision?	<u> </u>	
14) Is your blood pressure known to be high? If you are unsure we can carry out a simple test.		
15) Is your cholesterol level known to be high?		
16) Do you smoke, or have quit within the past 6 months?		
17) Is there a history of heart or coronary artery disease in either your parents or siblings before the age of 55?		
18) Are you aware, through your own experience or from a doctor's advice, of any other physical reason why you should not exercise without medical supervision?		

If you have answered NO honestly to all questions above: You can be reasonably sure that you are safe to exercise and therefore will be able to fully participate in your chosen activity. If you have any concern please speak a member of staff and always work within your own limits.

If you have answered YES to one or more of the questions above: Talk to your instructor and ensure that they are aware of these. Your instructor may restrict your physical involvement in activity and advise you of your restrictions. Depending on the details of your answers to the above questions your instructor may ask you to refrain from activity until medical advice has been sought from your G.P. If this is the case you will be required to tell your G.P about the questions you responded 'yes' to, then approval for exercise will need to obtained.

I confirm that all of the information given is accurate to the best of my knowledge and that all exercise is done at my own risk. By ticking the Agree to Terms and Conditions box on our website, you are agreeing to the above.