



RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration of being allowed to participate in any way in the World of Rugby.com program, its related events and activities, I the undersigned/legal guardian of all children under the age of 16, acknowledge, appreciate, and agree that:

1. All members must abide by these rules otherwise membership may be withdrawn. World of Rugby.com reserve the right to change these at any time in which case notices will be displayed throughout the building.

2. The membership is not transferable and must only be used by the registered member. Any misuse of the membership will result in the membership being cancelled.

3. The management reserve the right to cancel any membership in breach of rules or conduct which in the view of the management is offensive to customers and / or staff or presents a health and safety danger.

4. Children under the age of 16 years are not permitted access to the gym unaccompanied by an adult.

5. All users must have received a full induction into the use of the facilities prior to using the facilities.

6. All users should dress appropriately at all times, which must include shirts / vests, appropriate training shoes, and no jewellery/ accessories which may cause harm during exercise.

7. During busy periods use of the equipment is limited to 15 minutes on any one piece of equipment.

8. Equipment marked "trainer supervised use only" may only be used under the supervision of a trainer.

9. Members are advised to bring a sweat towel and a water bottle to ensure sufficient fluid is consumed.

10. Members must wipe down machines after use.

11. The gym will not take responsibility for the loss of member's personal belongings.

12. All users must adhere to the requests of the gym staff.

13. Smoking is not permitted anywhere on the premises.

14. All members must inform staff of any medical condition which may affect their use of the facilities.
15. Whilst using the facilities all members are responsible for their own health/well being.
16. World of Rugby liability for loss or damage to property or person is limited to any damage or loss suffered as a direct result of negligence of World of Rugby.
17. No pets are allowed into the facilities with the exception of Guide Dogs.
18. Management may from time to time withdraw use of all or any part of the facilities where and when it is deemed necessary for repair, maintenance, alteration, alternative use or for safety reasons.
19. The opening times may be subject to change. A minimum of 1 months warning will be provided to customers and will be advertised within the facility as a minimum.
20. All opening times are subject to timetables that may affect usage of a specific facility.
21. Cars must be parked correctly in the car park paying due to attention to priority spaces for disabled users. No liability is accepted for loss or damage to cars or property and cars are left solely at the owners risk.
22. All memberships are paid monthly in advance and can only be cancelled with one months written notice.
23. Individual coaching session terms, conditions and policies are outlined in appropriate forms. 24. Members hereby give World of Rugby.com permission to take pre and after photographs if necessary
25. Permission is also given to World of Rugby.com to analyze all test information for possible future use.

Membership Agreement

Entered into & between SPORTPRO ART & FRAMING (Pty) Ltd t/a World of Rugby.com (hereinafter referred to as "World of Rugby.com High Performance Centre" and the "member"

TERMS & CONDITIONS

- **COMMENCEMENT AND DURATION**

- The duration of this Agreement shall be for the period, whichever selected by the member, and shall automatically continue on a month-to-month basis after the initial duration. After the expiration of the initial duration the member will have the option to renew or terminate the contract under clause 6 of this agreement. It is the sole responsibility of the member to notify World of Rugby.com High Performance Centre in writing of his cancellation after the initial duration. Notifications can be sent to: {info@worldofrugby.com]

- **MEMBERSHIP FEE AND PAYMENTS**

- The Membership fee is due and payable, in advance, by debit order, on the 1st day of every month. In the event that the payment day falls on a Saturday, Sunday or recognised South African public holiday, the payment day will automatically be the very next ordinary business day.
- The Member agrees to pay the full membership fee for as long as this Agreement is in effect, regardless of whether the Member is able to attend the program and/or classes signed up for.
- It is the responsibility of the Member to notify World of Rugby.com High Performance Centre of any changes to the member's banking details or debit orders that did not process.
- Undisputed amounts not received by World of Rugby.com High Performance Centre shall be deemed past due. Past due amounts shall at the discretion of World of Rugby.com High Performance Centre be subject to a late charge of 2% per month.
- In the event of the Member defaulting on payments and the account is handed over for collection, the Member agrees to pay the collection and or legal charges on a scale as between attorney, collection agent and own client, together with collection commission.
- Any debit order returned "unpaid", will automatically be resubmitted within 3-5 working days, unless agreed otherwise. Double payment debits may also be submitted during the next debit order date. The Member will be liable for a "debit returned" charge of R40.00 per unpaid debit.
- World of Rugby.com High Performance Centre reserves the right to increase the membership fee in its sole discretion by notifying the Member, in writing, 30 days in advance.
- The membership fee is subject to an annual escalation of 10% which will take effect every year.

- **Pre-Activity Questionnaire**

- All members are required to complete a Pre-activity questionnaire declaring to be in a physically sound state and suffering from no condition, impairment, disease, infirmity or other illness that would prevent them from participation in any of the activities and programs through use of the facility or equipment. In addition the member acknowledges that they have been informed of the terms and conditions and consulted with a physician for approval to participate in exercise/physical activity of in the use of equipment of World of Rugby.com High Performance Centre.

- **CLASS SESSIONS AND BOOKINGS**

- World of Rugby.com High Performance Centre makes use of an online booking system to which a member is given access to book and schedule his/her classes.
- Classes are limited and strictly dependent on bookings.
- Should a member not be able to attend his/her class, the member is obligated to cancel his/her class via the online booking system 24 hours in advance.
- The member may reschedule or move their class via the online booking system if there is an opening available in another class.
- If a member fails to attend a scheduled class and/or fails to reschedule their class, the member will not be entitled to an additional class credit to regain the missed session. World of Rugby.com High Performance Centre may at its discretion and as deemed necessary, change or add class days and times to accommodate the growth in membership and programming schedule.

- **COOLING OFF PERIOD**

- A member is entitled to cancel this agreement within (5) five days of the date on which the Member signed the agreement. Where a Member exercises his/her rights to cancel the agreement during the cooling-off period, any payments made will be refunded via EFT or reverse credit card transactions.
- Should the member cancel the agreement during the cooling-off period on a special or promotional membership campaign, the promotional items need to be returned in its original packaging and condition by the Member. In the event that the Member does not return the items, World of Rugby.com High Performance Centre reserves the right to charge the Member for the items at the market related value.

- **TERMINATION**

- Notwithstanding anything else contained in this agreement, either party shall have the right at any time to terminate this agreement, in writing, by giving the other party 20 (TWENTY) business days' notice.
- In the event of early termination of this agreement, the member will still be held liable for the monthly membership fee for the remaining duration of the agreement.
- World of Rugby.com High Performance Centre reserves the right to terminate a Member's agreement if the member engages in any conduct which in World of Rugby.com High Performance Centre's opinion would have a negative effect on World of Rugby.com High Performance Centre, its staff or other Members.
- The Member is responsible to verify that no further deductions are made by the Member's Banking Institution from his/her account after cancellation. Refunds will not be done for more than two months.

- **LIMITATION OF LIABILITY**

- World of Rugby.com High Performance Centre shall not be responsible or held liable for any loss, damage or injury including consequential losses, suffered by or caused to any person or property anywhere on or about World of Rugby.com High Performance Centre's premises or facilities, whether or not such loss, damage or injury is occasioned by any act or omission of World of Rugby.com High Performance Centre, or anyone else for whose actions World of Rugby.com High Performance Centre would be liable in law, or by reason of theft or burglary with or without forcible entry, or by reason of any condition on or off the grounds of World of Rugby.com High Performance Centre, or any defective facilities of World of Rugby.com High Performance Centre, or caused by any sporting activity carried out on World of Rugby.com High Performance Centre premises, or by any other cause of whatsoever nature or degree of the part of World of Rugby.com High Performance Centre, any Member of World of Rugby.com High Performance Centre, and/or any of their officials, employees and or agents.
- Where harm or damage arises from the negligence and or wilful default of a member causing the harm or damage, the said member will be held liable for the harm or damage caused.

- **DOMICILIUM CITANDI ET EXECUTANDI**

- The Parties choose as their *domicilia citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the addresses on page 1
- Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by email.
- The Parties may by notice to the other Parties change the physical address chosen as its *domicilia citandi et executandi* to another physical address (where postal delivery occurs in the RSA) provided that the change shall become effective on the 7th Business Day from the deemed receipt of the notice by the other Parties.
- Any notice to a Party:

- sent by prepaid registered post in a correctly addressed envelope to an address chosen as its *domicilium citandi et executandi* shall be deemed to be received on the 7th Business Day after posting;
- delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery.

- **CESSION**

- This agreement may not be ceded or assigned in any manner whatsoever without the written consent of World of Rugby.com High Performance Centre first being obtained in writing.
- Any such cession shall be subject to the terms of this Agreement and any new Members shall be similarly restrained as set out herein.
- World of Rugby.com High Performance Centre shall be entitled to require that a new agreement be entered into with such cessionary containing such provisions as are then standard to the Membership Agreement, including World of Rugby.com High Performance Centre's requirements as to waivers and indemnities.
- World of Rugby.com High Performance Centre shall be entitled to require the cessionary to pay the member fees charged by World of Rugby.com High Performance Centre for the new Membership Agreement entered into at that time.

- **DESTRUCTION OR DAMAGE**

- If the buildings on the premises are so damaged by fire, riot, storm, or the like as to be wholly un-tenantable, then this agreement will not terminate, unless otherwise agreed between the parties.
- Should the Member be able, notwithstanding the damage, to enjoy some beneficial use then this agreement will not terminate, but the member will be entitled to a reduction of membership fees commensurate with the extent to which it is deprived of beneficial use.
- World of Rugby.com High Performance Centre shall, at its own cost, repair the damage as soon as is reasonably possible in the circumstances.

- **NON-WAIVER**

- No failure of World of Rugby.com High Performance Centre to exercise any power reserved to it hereunder, or to insist upon strict compliance by the Member with any obligation or condition hereunder, and no custom or practice of the parties invariance with the terms hereof, shall constitute a waiver of World of Rugby.com High Performance Centre's right to demand exact compliance with the terms hereof.

- **SEVERABILITY**

- Each section, part, term and/or provision of this Agreement shall be considered severable, and if, for any reason, any section, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation, such shall not impair the operation or affect the remaining portions, sections, parts, terms, and/or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms and/or provisions shall be deemed not to be a part of this Agreement; provided, however, that if World of Rugby.com High Performance Centre determines that said finding of illegality adversely affects the basic consideration of the Agreement, World of Rugby.com High Performance Centre, may at its option, terminate this Agreement.

- **GOVERNING LAW**

- This agreement shall be governed by the laws of the Republic of South Africa.

- **JURISDICTION**

- In terms of section 45 of the Magistrate's Court Act the parties consents, for purposes of enforcing any of its rights in terms of this Agreement, to the jurisdiction of the Magistrate's Court, notwithstanding the amount involved. This clause does not however preclude either party from instituting action in the High Court if he/she should deem it necessary to do so.

- **MISCELLANEOUS PROVISIONS**

- **Whole agreement** - This Agreement constitutes the whole agreement between the Member and World of Rugby.com High Performance Centre and no agreement, representations or warranties between the parties other than those set out herein are binding on the parties. To the extent that any other agreement, written or verbal, appears to exist between the parties with respect to the subject matter hereof, this Agreement supersedes any such agreement.
- **Variation** - No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by the other parties or their duly authorised representatives.
- **Independent Advice** - Each Party hereto acknowledges that it has been free to secure independent legal advice as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent legal advice or dispensed with the necessity of doing so. Further, each Party hereto acknowledges that all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances.