

PREMIER

— CONDITIONING —

Name: _____ DOB: ____/____/____

Address: _____ City: _____ State: _____

Home Phone: _____ Mobile Phone: _____

Email: _____

Emergency Contact: _____

Emergency Phone: _____

We recommend that you see your physician before starting an exercise program.

REFER A FRIEND

Name: _____ Mobile Phone: _____

HEALTH ASSESSMENT

Have you had any form of heart disease? Yes/No

Have you ever experienced shortness of breath or chest pains? Yes/No

Do you have or do any of the following regarding your health?

If yes, please explain.

High Blood Pressure Yes/No/Levels _____

Cigarette Smoking? Yes/No

Diabetes? Yes/No/Types _____

Family History of Heart Disease? Yes/No/Explain _____

Are you currently taking any medication? Yes/No/Explain _____

Do you have problems in the following area/s?

Knees Yes/No/Explain _____

Lower Back Yes/No/Explain _____

Neck/Shoulders Yes/No/Explain _____

Hip/Pelvis Yes/No/Explain _____

Is there any reason you know of that limits you to exercise? Yes/No/Explain _____

INFORMED CONSENT/ASSUMPTION OF RISK

I, _____, agree to participate in one or more physical fitness program(s)/class(es) offered by Premier Conditioning and its trainers, which may include, but not necessarily be limited to, bodyweight exercises, dumbbells, running, boxing, kettle bells, jumping, powerlifting, olympic lifting, gymnastics, rope climbing and strongman type activities. Premier Conditioning have made me fully aware that the fitness programs/classes which PC offers and in which I desire to participate are of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. I the undersigned recognize and understand that the programs/classes are not without varying degrees of risk which may include, but are not limited to the following: Injury to the musculoskeletal and/or cardio respiratory systems which can result in serious injury or death, injury or death due to negligence on the part of myself, my training partner, or other people around me, injury or death due to improper use or failure of equipment, or injury or death due to a medical condition, whether known or unknown by me. I am aware that any of these **above mentioned** risks may result in serious injury or death to myself and or my partner(s).

Initials: _____

I willingly assume full responsibility for all risks that I am exposing myself to because of my participation in PC programs/classes and accept full responsibility for any injury or death that may result from participation in any activity, class or physical fitness program. I hereby certify that I know of no medical problems that would increase my risk of illness and injury because of participation in a fitness program designed by Premier Conditioning. PC informed me that there exists the possibility of adverse physical changes during an exercise program, and I fully understand the same. PC informed me that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death, and I fully understand the same. With my full understanding of the above information, I agree to assume all risks associated with my participation in Premier Conditioning fitness programs/classes.

Initials: _____

Release:

In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in the activities made available by Premier Conditioning, and with my full understanding of all of the above, I hereby waive, release, remise and discharge Premier Conditioning and its trainers, employees and volunteers of any and all liability, claims, demands, actions, rights of action or damages of any kind related to, arising from, or in any way connected with my participation in Premier Conditioning fitness programs/classes, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties.

PREMIER

— CONDITIONING —

This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

If I am signing on behalf of a minor child, I also give full permission for any person connected with Premier Conditioning to administer first aid deemed necessary and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the wellbeing of the child.

Initials: _____

Indemnification: I recognize that there is risk involved in the types of activities offered by Premier Conditioning. Therefore, I accept financial responsibility for any injury that I or the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above-mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Premier Conditioning, their trainers, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by Premier Conditioning.

Initials: _____

Use of picture(s)/film/likeness: I agree to allow Premier Conditioning, its trainers, employees and volunteers to take picture(s), film and/or likeness of me for advertising purposes. In the event I choose not to allow the use of the same for said purpose, I agree that I must inform Premier Conditioning of this in writing.

Initials: _____

I have fully read and fully understand the foregoing assumption of risk and release of liability and I understand that by signing, it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights.

_____/_____/____ Participant's Name (please sign)

_____/_____/____ Legal Guardian (please sign)

Membership Prices

No Joining Fees

Strength and Conditioning Classes

\$40 per week – Unlimited Access and Open Gym

\$30 per week - 3 classes or less

\$150 – 10 card class pass

\$250 – 20 card class pass

\$20 – casual session

Personal Training

\$45 – 30min

\$65 – 45min

\$85 – 60min

\$400 – 10 PT pack

\$600 – 10 PT pack

Other Fees

\$120 – Introduction sessions (3 x 30min)

\$920 – 6 months unlimited classes and open gym **up to 2 payments**

\$1560 – 12 months unlimited classes and open gym **up to 2 payments**

Corporate or Sporting Teams

Please discuss with us on times, location and class sizes as prices will vary.



Premier Conditioning.



ACN 601 396 543 | Authorised Representative under AFSL 315388

DIRECT DEBIT REQUEST

PH: 0488 178 252
ABN/ACN: 601 540 383

NEW CUSTOMER FORM

YOUR DETAILS | Please complete this form using a BLACK PEN. * Indicates a MANDATORY FIELD

Business: ABN/ACN:

Customer Reference:

* Surname: * Given Name:

* Mobile #: I authorise Ezidebit to remind me of upcoming debits via SMS

* Email:

* Address:

* Suburb: * State: * Postcode:

DEBIT ARRANGEMENT | Including details and associated fees/charges detailed below and/or the total amount for the specified period for this and as per any other subsequent agreements or amendments between me/us and the Business and/or Ezidebit

Once Only Debit On Date: / / Debit this amount: \$

D D M M Y Y

Regular Debits Starting on Date: / / Debit this amount: \$

D D M M Y Y

Frequency: Weekly Fortnightly Monthly 4 Weekly

Duration: Continue regular debits until further notice (Minimum of debits)

Administration Fee (once only) up to:	Paid By Business	Bank Account Transaction Fee:	Paid By Business	Credit Card Transaction Fee:	VISA/Mastercard: 2.50% (Min \$1.10) AMEX/Diners: 4.40% (Min \$1.10)	Optional SMS Payment Reminder:	Paid By Business	Failed Payment Fee: \$21.90
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CHOOSE YOUR PAYMENT METHOD

Debit from Credit Card

VISA MasterCard AMEX Diners

Card Number: Expiry Date: /

M M Y Y

Name of Cardholder:

By signing this form, I/we authorise Global Payments Australia 1 Pty Ltd, acting as Direct Debit Agent on instruction from the Business, to debit payments from my Credit Card.

Debit from Bank, Building Society or Credit Union Account

Financial Institution: Branch:

BSB Number: - Account Number:

Account Holder Name:

I/we authorise Global Payments Australia 1 Pty Ltd ACN 601 396 543 (User ID No 342190, 342191, 428198) to debit my/our account at the Financial Institution identified above through the Bulk Electronic Clearing System (BECS) in accordance with this Direct Debit Request.

The Authorisation in this Request remains in force in accordance with the terms and conditions of the DDR Service Agreement (Ver 1.11). I/We have read, understand and agree to the same. I/We declare that the information in this Request is true and correct. I/We acknowledge that my/our personal information will be collected, used, held and disclosed in accordance with the Ezidebit Privacy Policy found at <http://www.ezidebit.com/au/privacy-policy/>

Signature(s) of Account Holder:

Date: / /

D D M M Y Y

DDR Service Agreement (Ver 1.11)



ACN 096 902 813 / AFSL 315388

DDR SERVICE AGREEMENT (Ver 1.6)

DDR Service Agreement (Ver 1.6)

I/We hereby authorise Ezidebit Pty Ltd ACN 096 902 813 (Direct Debit User ID number 165969, 303909, 301203, 234040, 234072, 428198) (herein referred to as "Ezidebit") to make periodic debits on behalf of the "Business" as indicated on the attached Direct Debit Request (herein referred to as "the Business").

I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services (other than the direct debit collection services to me/us for the Business pursuant to the Direct Debit Request and this DDR Service Agreement) and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement that I/we have with the Business.

I/We acknowledge that the debit amount will be debited from my/our account according to the terms and conditions of my/our agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement and the Fees/Charges detailed in the Direct Debit Request) and this DDR Service Agreement.

I/We acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and I/we will contact my/our financial institution if I/we are uncertain of the accuracy of these details.

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution. Accordingly, I/we acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/we agree that Ezidebit will not be held responsible for any fees and charges that may be charged by either my/our or its financial institution.

I/We acknowledge that there may be a delay in processing the debit if:-

1. there is a public or bank holiday on the day of the debit, or any day after the debit date;
2. a payment request is received by Ezidebit on a day that is not a banking business day in Queensland;
3. a payment request is received after normal Ezidebit cut off times, being 3:00pm Queensland time, Monday to Friday.

Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise Ezidebit to vary the amount of the payments from time to time as may be agreed by me/us and the Business as provided for within my/our agreement with the Business. I/We authorise Ezidebit to vary the amount of the payments upon receiving instructions from the Business of the agreed variations. I/We do not require Ezidebit to notify me/us of such variations to the debit amount.

I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request or this DDR Service Agreement including varying any of the terms of the debit arrangements between us.

I/We acknowledge that I/we will contact the Business if I/we wish to alter or defer any of the debit arrangements.

I/We acknowledge that any request by me/us to stop or cancel the debit arrangements will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I/we agree to contact my/our financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, a failed payment fee is payable by me/us to Ezidebit. I/We will also be responsible for any fees and charges applied by my/our financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.

I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Ezidebit and subject to my/our agreement with the Business agree to pay those fees and charges to Ezidebit.

Credit Card Payments

I/We acknowledge that "Ezidebit" will appear as the merchant for all payments from my/our credit card. I/We acknowledge and agree that Ezidebit will not be held liable for any disputed transactions resulting in the non supply of goods and/or services and that all disputes will be directed to the Business as Ezidebit is acting only as a Direct Debit Agent for the Business. I/We acknowledge and agree that in the event that a claim is made, Ezidebit will not be liable for the refund of any funds and agree to reimburse Ezidebit for any successful claims made by the Card Holder through their financial institution against Ezidebit.

I/We acknowledge that Credit Card Fees are a minimum of the Transaction Fee or the Credit Card Fee, whichever is greater as detailed on the Direct Debit Request.

I/We appoint Ezidebit as my/our exclusive agent with regard to the control, management and protection of my/our personal information (relating to the Business and contained in this DDR Service Agreement). I/We irrevocably authorise Ezidebit to take all necessary action (which Ezidebit deems necessary) to protect and/or correct, if required, my/our personal information, including (but not limited to) correcting account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to my/our personal information to third parties in accordance with the Ezidebit Privacy Policy.

Other than as provided in this Agreement or the Ezidebit Privacy Policy, Ezidebit will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debt collection agency for the purposes of debt collection, or as otherwise required or permitted by law. Further information relating to Ezidebit's Privacy Policy can be found at <http://www.ezidebit.com.au/privacy-policy/>.

I/We hereby irrevocably authorise, direct and instruct any third party who holds/stores my/our personal information (relating to the Business and contained in this DDR Service Agreement) to release and provide such information to Ezidebit on my/our written request.

I/We authorise:

- a. Ezidebit to verify and/or correct, if necessary, details of my/our account with my/our financial institution; and
- b. my/our financial institution to release information allowing Ezidebit to verify my/our account details.

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Newstead, QLD 4006
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