

7R Performance Ltd Membership Terms

This is an Agreement between you, the Member, and 7R Performance Limited, a company registered in England And Wales (registration number 08555071), whose registered office is at First Floor, Telecom House, 125-135 Preston Road, Brighton BN1 6AF (“us” or “we”).

Our joining process can be completed in the gym or online. Full membership prices and options can be found on our website to be selected by you at www.7r-gym.com or in the gym. By following the joining process at our website or in facility to become a Member at a 7R Performance Limited gym you are accepting all the terms and conditions in this Membership Agreement. You should only join if you have read them and accept them.

Our standard membership terms are set out below.

Definitions:

Gym Membership Rules: The Rules governing your conduct as set out on our website

Gym Membership: Membership for 7R Royal Arsenal gym.

Annual Membership: Membership is paid upfront for 12 months

Joining Fee: The amount notified to you as part of the joining process as a one off fee payable for membership.

Monthly Membership Amount: The amount you agree to pay out on a monthly basis for a standard membership.

Membership Amount: The amount you agree to pay for the full term of your membership

Personal Training Sessions: Sessions booked by you with a trainer, either through the gym or with the personal trainer.

Massage Therapy: Services provided directly to you which do not form part of this membership and are subject to a separate agreement between you and the therapist.

Sports Therapy: Services provided directly to you which do not form part of this membership and are subject to a separate agreement between you and the therapist.

Standard Membership – Your rights

- This Membership Agreement starts once you have accepted the terms during the joining process.
- By accepting the terms you are agreeing to pay any applicable Joining Fee and Monthly Membership Amount. These are shown at the start of the joining process.
- You are entitled to access and to use the gym with your Membership provided you continue to pay your Monthly Membership Amount.
- You may not freeze this membership.
- The minimum term for a membership is 3 months. Memberships may be cancelled at any point but must be one full calendar month before the intended cancellation will take place. If this is within the first three months the payments will remain due for this period and you will retain access to the gym for the full paid term.
- If you join with a membership that benefits from a discount (whether or not temporary) to the Monthly Membership Amount you will lose the discount and pay the advertised Monthly Membership Amount if your membership is terminated and you choose to re-join at a later date.
- You confirm that you are at least 16 years old.

- You consent to, and waive any and all claims in respect of, your image being recorded by 24 hour CCTV for security purposes and reviewed at our discretion by our employees and contractors.
- You must use the gym facilities and equipment in the proper manner and you must consult a member of staff if you are unsure.
- You will be liable for any damage caused to our equipment or facilities through your negligent use.
- You consent to incidental inclusion in marketing photographs of our premises that we may take from time to time.
- You agree to tell us immediately of any changes to your personal details including contact information.

You may complain to us by emailing hello@7r-gym.com.

Annual Membership – Your Rights

- This Membership Agreement starts once you have accepted the terms during the joining process.
- By accepting the terms you are agreeing to pay the full amount of the membership upfront before commencing your membership. These are shown at the start of the joining process.
- We may inform you during the joining process that a waiting list is in operation in which case your Membership starts when we inform you by email.
- You are entitled to access and use the gym for the full duration of the membership.
- In case of dispute you must show that you cancelled the Agreement in accordance with the cancellation terms.
- You may terminate your Membership at any time by informing us by telephone or email. We will not provide a refund except if you provide evidence that you are ill or-injured after which we will refund to you any Membership Amount you have paid us reduced by an amount in proportion to the number of days between the start of your Membership and the date you communicated to us that you wanted to terminate.
- You may not freeze your Membership.
- You may opt out of email and SMS communications that we may send but if you do we cannot be held responsible for any loss incurred by you not receiving Gym-related communications.
- You may complain to us by emailing hello@7r-gym.com using the email address that we hold for you.
- Your Annual Membership will automatically expire 12 months from the joining date and will then continue as a monthly membership unless cancelled or you choose to start a new annual membership, you will be advised of this before you accept these terms.
- You confirm that you are at least 16 years old.
- You consent to, and waive any and all claims in respect of, your image being recorded by 24 hour CCTV for security purposes and reviewed at our discretion by our employees and contractors.
- You must use the gym facilities and equipment in the proper manner and you must consult a member of staff if you are unsure.
- You will be liable for any damage caused to our equipment or facilities through your negligent use.
- You consent to incidental inclusion in marketing photographs of our premises that we may take from time to time.
- You agree to tell us immediately of any changes to your personal details including contact information.
- We will close the gym at least 3 days a year for necessary maintenance or other work. We will endeavour to reopen facilities as soon as is reasonably possible in these circumstances.
- You agree to comply with the Gym Membership Rules which are available on our website.

Standard Membership - Our Obligations

- We will close the gym at least 2 days a year for necessary maintenance or other work. We will endeavour to reopen facilities as soon as is reasonably possible in these circumstances.
- We will endeavour to reopen the facilities as soon as is reasonably possible in circumstances where we are required to close or restrict facilities for any reason.
- We may securely store recorded CCTV footage in accordance with our privacy policy which is available on our website.

Annual Membership – Our Obligations

- We will make reasonable endeavours to make available to you the rights and privileges of Membership of the gym. This includes access to the gym and gym equipment, washroom areas and PT staff for general advice. We will make reasonable endeavours to communicate to you in advance if we are unable to make available to you the rights and privileges of Membership.
- If the gym closes indefinitely this Agreement will end and you will receive a pro-rata refund of your Membership fee.
- We may securely store recorded CCTV footage in accordance with our privacy policy which is available on our website.

Standard Memberships - Our Rights

- We will terminate this Agreement and your Membership with immediate effect if you do not pay any applicable Joining Fee and Admin Fee, or Monthly Membership Amount when it falls due.
- We may terminate this Agreement and cancel your Membership with immediate effect on notice to you if you breach any of the Gym Membership Rules available on our website. In this event you will no longer be able to access our facilities and we will not give any refund.
- If we do not terminate your Membership if you breach any of the Gym Membership Rules, or if we give you extra time to pay if you do not pay your Joining Fee, Admin Fee or Monthly Membership Amount when it falls due, we may subsequently enforce the terms of this Agreement.
- We may communicate gym and fitness related information to you by email or SMS.
- We may assign the benefit of this Agreement and our rights to a third party provided we give you notice and your rights under this Agreement will not be prejudiced.
- 7R Performance Ltd, its agents, employees and subcontractors are not liable for any loss, damage or theft of any of your property that you bring onto any of our premises.
- We may close our premises with reasonable notice and at our discretion for reasonable periods of time to carry out maintenance, repairs, refurbishment or cleaning or for other reasons outside of our control. We will not be responsible to you for not being able to access our facilities in these circumstances.
- We are not liable for any injury you suffer through the incorrect use of our equipment or facilities.
- We may make reasonable changes to Membership Rules and to the Membership Agreement terms and conditions and Gym Membership rules at any time.
- We will send to you email confirmation of these terms using the email address you used when you joined.

Annual Memberships – Our Rights

- We will terminate this Agreement and your Membership with immediate effect if you do not pay your Joining Fee or Membership Amount when it falls due.
- We may terminate this Agreement and cancel your Membership with immediate effect on notice to you if you breach any of the Gym Membership Rules available on our website. In this event you will no longer be able to access our facilities and we will not give any refund.
- We may communicate gym and fitness related information to you by email or SMS.
- We may assign the benefit of this Agreement and our rights to a third party provided we give you notice and your rights under this Agreement will not be prejudiced.

- 7R Performance Limited, its parent companies, its agents, employees and subcontractors are not liable for any loss, damage or theft of any of your property that you bring onto any of our premises. We may close our premises at our discretion with reasonable notice and for reasonable periods of time to carry out maintenance, repairs, refurbishment or cleaning or for other reasons outside of our control. We will not be responsible to you for not being able to access our facilities in these circumstances.
- We are not liable for any injury you suffer through the incorrect use of our equipment or facilities.
- We may make reasonable changes to Membership Rules and to the Membership Agreement terms and conditions at any time.
- We will send to you email confirmation of these terms using the email address you used when you joined.

Other Clauses

- Only you, the person named in the joining process, can benefit from this Agreement.
- If any of the terms of this Agreement are invalid, unenforceable or illegal the remaining terms can still be enforced.
- This Agreement is governed by the law of England and Wales.
- You should print a copy of this Agreement for future reference.
- By agreeing to these membership terms you agree to 7R Performance's terms and conditions of sale, consumer data protection policy and refund and cancellation policy. All of which are available to view at www.7r-gym.com.

Additional Services

- Personal Training Sessions with coaches other than Adam Jordan or Michael Jordan and "additional services" do not form part of this Agreement and are not provided by 7R Performance Limited.
- Any "additional services" (including, for example, Personal Training Sessions, Sports Therapy and Massage Therapy) which you contract for or agree to pay for, do not form part of your Membership Agreement and the Terms & Conditions of this Agreement will not apply to them. You should be aware that if you enter into any agreement for "additional services", you are entering into an agreement with those individuals and not with us.
- We do not accept any liability for any losses, damage, personal injury or other loss caused by any negligent act or omission of those providing the "additional services" which are specifically excluded from the Membership Agreement and We do not accept any responsibility for the same save where precluded by law.
- We may provide induction services or personal reviews of your training needs which services are provided without additional charge. Those services are part of your Membership Agreement and nothing herein restricts the liability that we may have under your Membership Agreement for such services.

Royal Arsenal Gym

Waiver & Health Info

6-8 Gunnery Terrace - SE18 6SW

Name: _____

Email: _____

Address:

Date of Birth: _____ Home Phone : _____

Mobile : _____

In an emergency, I would like Royal Arsenal Gym to Call: _____

Phone: _____

Health Questions

Do you: Smoke? Y N Drink alcohol? Y N Take prescription meds? Y N

Are you exercising now? Y N How much per week? _____ Do you play sports? Y N

Do you have: Back pain, Knee pain or Shoulder pain? Y N

Previous Injuries or Surgeries? Y N

High blood pressure, Asthma, Diabetes, or a Heart condition? Y N

Any other health conditions not listed? Y N

Reviewer Notes:

Photography/Video Release

Participants involved in any activities offered by Royal Arsenal Gym may be photographed or videotaped during training. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the 7R website or in any editorial, promotional or advertising material produced and/or published by 7R. **Initials:** _____

Waiver and Release of Liability

Express assumption of risk: I, the undersigned, am aware that there are significant risks involved in all aspects of physical training. These risks include, but are not limited to:

falls 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; strains and sprains. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s).

I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at, or under direction of 7R Performance.

I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

Initials: _____

Release: In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered by 7R Performance, I, the undersigned hereby release 7R Performance, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity,

including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. 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 7R Performance 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 well being of the child.

Indemnification: The participant recognises that there is risk involved in the types of activities offered by 7R Performance. Therefore the participant accepts financial responsibility for any injury that 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 7R Performance, their principals, agents, employees, consultants 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 7R Performance, at the main building or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training by 7R Performance.

I have read and understood 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.

Signature of participant:

_____ Date: _____

If the participant is under the age of 18,

Signature of Parent/Guardian: _____

Print Name: _____ Date: _____

Reviewed By (Print): _____ Signature:

_____ Date: _____