



## Agreement to Participate and Waiver of Liability

### 1 Definitions

- 1.1 **Agreement** means this document as a legally binding arrangement between Legends Fitness and the Member.
- 1.2 **Club** means address' listed as Legends Fitness' premises of operations including but not limited to exercise drills conducted outside the listed premises address' as may be instructed by any employee, agent or representative of Legends Fitness.
- 1.3 **Legends Fitness** means "Legends Fitness Pty Ltd (ABN 50 625 742 896)" trading as "Legends MMA".
- 1.4 **Member(s)** means "You" or any person attending the Club whether a member or visitor.
- 1.5 **Membership(s)** means Clauses 7, 8, 9 and 10.

### 2 Confirmation and Amendment

- 2.1 The Member agrees and confirms to abide by this Agreement, which may be amended orally and/or in writing at management's discretion from time to time.

### 3 Participation

- 3.1 All Members attending the Club warrant and represent to be in good physical and mental health and condition and have no disability, impairment or ailment preventing participation or engagement in combat sports to the best of their knowledge. A medical examination is suggested for any person before participating.

### 4 Waiver of Liability

- 4.1 Members using the Club do so at their own risk. Legends Fitness and its shareholders, affiliates, officers, directors, employees, management, representatives and agents (the "Released Parties") shall not be liable for any damages arising from personal injuries sustained by the Member's participation in connection with the Club. The Member shall assume full responsibility for any injuries or damages and does hereby and forever release and discharge the Released Parties from all claims, demands, damages, rights or cause of action, present and future, anticipated or unanticipated, resulting from the Member's participation in connection with the Club, including such conduct or material transmitted by any means by any other person. These conditions may include, but are not limited to, heart attacks, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, heat prostration, injuries to knees, injuries to back, injuries to foot, or any other illness or soreness that may incur, including death.
- 4.2 The Member agrees to defend, indemnify and hold harmless the Released Parties from and against all the liabilities, claims, damages and expenses (including reasonable legal fees and costs), arising out of the Member's participation in connection with the Club.

### 5 Theft and Damage

- 5.1 The Club shall not be liable for loss, theft and damage to the personal property of the Member whether this is inside or outside of the Club.
- 5.2 Any property damage to the equipment or the Club including costs and repairs will be borne by the Member responsible for the damage.

### 6 General Provisions

- 6.1 This Agreement operates to the fullest extent permitted by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and

# LEGENDS

MIXED MARTIAL ARTS

enforceability of any remaining provisions. This Agreement is governed by and construed in accordance with the law in the State of Victoria.

## **7 Heavyweight Membership: 12 month (Upfront)**

- 7.1 This provides the Member with a 12 month Membership (52 weeks).
- 7.2 The Member's nominated payment method will be charged the relevant Membership fee upon registration.
- 7.3 The Member can suspend their Membership for a maximum of 6 weeks in a 52 week period (minimum suspension period of 2 weeks per suspension).

## **8 Middleweight Membership: 12 month (Weekly Direct Debit)**

- 8.1 This provides the Member with a 12 month Membership (52 weeks).
- 8.2 The Member's nominated payment method will be charged the relevant Membership fee on the commencement date and every week thereafter for 52 weeks.
- 8.3 Upon completion of the initial 52 week period, the Membership will rollover into a week by week direct debit until the Member notifies to cancel the Membership via email to [train@legendsmma.com.au](mailto:train@legendsmma.com.au).
- 8.4 The Member can suspend their Membership for a maximum of 6 weeks in the initial 52 week period (minimum suspension period of 2 weeks per suspension).
- 8.5 If at any point a weekly direct debit goes in arrears, any promotional discounts applied to this Membership will automatically become void. If weekly direct debits continue to accumulate in arrears the Membership will be terminated at management's discretion.

## **9 Welterweight: 6 month (Upfront)**

- 9.1 This provides the Member with a 6 month Membership (26 weeks).
- 9.2 The Member's nominated payment method will be charged the relevant Membership fee upon registration.
- 9.3 The Member can suspend their Membership for a maximum of 3 weeks in a 26 week period.

## **10 Lightweight Membership: 6 month (Weekly Direct Debit)**

- 10.1 This provides the Member with a 6 month Membership (26 weeks).
- 10.2 The Member's nominated payment method will be charged the relevant Membership fee on the commencement date and every week thereafter for 26 weeks.
- 10.3 Upon completion of the initial 26 week period, the Membership will rollover into a week by week direct debit until the Member notifies to cancel the Membership via email to [train@legendsmma.com.au](mailto:train@legendsmma.com.au).
- 10.4 The Member can suspend their Membership for a maximum of 3 weeks in the initial 26 week period.
- 10.5 If at any point a weekly direct debit goes in arrears, any promotional discounts applied to this Membership will automatically become void. If weekly direct debits continue to accumulate in arrears the Membership will be terminated at management's discretion.

## **11 Rights of Management**

- 11.1 Management can exercise its right at any time to increase Membership fees and amend Membership policies (referred to in Clauses 7, 8 and 9) without having to provide justification and notice within a reasonable manner.
- 11.2 Cancellation of classes may occur from time to time. Notice of such cancellations will not always be provided.

# LEGENDS

MIXED MARTIAL ARTS

## Acceptance

It is important that you read and understand this Agreement to Participate and Waiver of Liability as this will apply to you when you accept this Agreement. If there are any terms that you do not understand or do not wish to agree to, then please discuss it with management before you accept this Agreement. Upon accepting this Agreement you agree that your participation in connection with the Club is voluntary and entirely at your own risk.

By accepting this release, I understand and comply with this Agreement to Participate and Waiver of Liability.