

## 1. Entry Criteria

- All new members are to complete a Pilates Pre-assessment session.
- This appointment highlights any medical history of note and injuries which may be of significance when carrying out exercises. It is important that you disclose any medical information that may be pertinent to your exercise program and our care for you should an emergency arise.
- You will be able to start a pilates class on completion of a pre-assessment and at the assessing clinician's discretion.
- For some clients it is beneficial to have additional 1:1 sessions before entering the class environment. These sessions have a fee attached.

## 2. Membership Terms

There are no minimum periods for membership.

## 3. Class Bookings

Pilates classes run throughout the week. Permanent places are available and casual places where there is an absence or a permanent member is away. Your permanent class is noted at reception. You will be booked into this in advance or can book your classes in advance online.

## 4. Equipment Health & Safety

Back in Action is committed to providing a safe & enjoyable studio environment and holds a hazard register for the studio. Client safety is paramount and is maintained through instruction of each member in the safe use of the equipment and identifying poor technique or unsafe use of the equipment which could lead to harm.

We ask that you help us maintain a safe environment by:

- Agreeing to adhere to all safety warnings and to use the safety features of all the equipment.
- Following the requests of the instructors to alter technique or the way you are using the equipment to minimize risk.
- Reporting any concerns or faulty equipment you observe to Back In Action staff immediately.
- Wearing appropriate attire which is not too loose and which could risk getting caught in springs.
- Wearing flat rubber soled shoes, toe sox or grip sox (sox can be purchased from reception) – no bare feet.

## 5. Payment Policy

All membership options are to be paid upfront or on attendance for all casual clients. Membership payments can be made by cash, eftpos (sorry no credit) or internet banking.

## 6. Cancellation Policy

The Member will **provide 24hours notice** of non-attendance in order to avoid the session being charged for.

As our classes are small and margins tight, any less than three clients in attendance makes the service unsustainable. When there are cancellations in a class we do our best to contact clients to fill those gaps and our online service allows clients to view class availability real time and make a booking.

Should we be unable to fill the pilates class or are unable to secure a suitable replacement to instruct the class, Back In Action reserves the right to cancel that class. **We will provide 24hrs notice** of any class cancellation.

## 7. Hold Policy

The Member may place their membership on hold due to either serious illness/injury or extended travel for up to **six weeks**. We will hold your permanent class time and day (if applicable) for this period.

For any leave period greater than 6 weeks we will still attempt to fill with a casual member however, **if we are unable to temporarily fill the slot**, your place will be made available to others on the permanent waiting list. On your return we will endeavor to find you **another** permanent place.

**8. Refunds**

Should for any reason the member be unable to continue attending classes and has purchased a block of sessions, a refund will be made by Back In Action into the members chosen bank account minus a \$5 administration fee.

**9. Liability**

To the extent permitted by law, Back In Action Limited shall not be liable or responsible to the member for any direct, indirect or consequential injury, loss or damage to the Member or their property whatsoever and howsoever arising.

**Declaration**

I \_\_\_\_\_, have read and understood the above terms and conditions and agree to them.

I understand that the risk of injury from participating in pilates classes and using Back In Action pilates equipment is significant. I knowingly and freely assume all such risks, both known and unknown.

I hereby release, indemnify, and hold harmless Back In Action Limited, owners, contractors and employees with respect to any claim or demand which may arise in respect of any injury, disability, or loss or damage to any person or property, whether arising from the negligence or otherwise, in connection with my use of the equipment or the facilities at Back In Action. This includes incident that occurs while using Back In Action's facilities or engaging in activities, on or off Back In Action premises or, otherwise related to my membership.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_