



Membership Agreement

between

CrossFit Two Rivers (Pty) Ltd

Reg Nr. 2017 / 031383 / 07

and

Main Member

.....
Full Name and Surname

.....
ID / Passport Number

About Us

“According to ancient legend, the phoenix is a bird that cyclically burns to death and is reborn from its own ashes.

The Phoenix represents transformation, death, and rebirth in its fire. As a powerful spiritual totem, the phoenix is the ultimate symbol of strength and renewal.”

CrossFit Two Rivers was founded by a group of like-minded people, who all have the same passion. A passion for people and a passion for fitness. We want to create a community where people from all walks of life can come together and improve their health, fitness and overall well-being. With the help of our fantastic coaches, we want all our members to become the best version of themselves by training in a supportive yet competitive environment.

Everyone has their own life story.
Everyone is fighting a battle of their own.
Together, we want to help YOU RISE!



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Signing Guidelines

Please complete the CrossFit Two Rivers Membership Agreement in full, initial every page and sign where indicated.

Once completed, please hand in your Agreement to your Coach or email it to info@cftworivers.co.za.

If you are making a once off payment via EFT, please send the proof of payment to info@cftworivers.co.za.

If you have any queries please contact us on info@cftworivers.co.za.



Member Information

Main Member	Spouse / Partner
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Full Name & Surname
ID/ Passport Number
Gender
Email Address
Cellphone Number
Residential Address	.....	.....

Emergency Contact Details

Name & Relationship	.....	.....
Cellphone Number	.....	.....
Email Address	.....	.....

Please have a Parent / Legal Guardian complete this section if Member is under the age of 18
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Full Name & Surname
Relationship
Cellphone Number
Email Address

Child 1: Age 15 - 18	Child 2: Age 15 - 18
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Full Name & Surname
ID/ Passport Number
Gender
Email Address
Cellphone Number
Residential Address	.....	.....



Membership Packages

Select your applicable options by initialing the relevant Boxes

UNLIMITED SESSIONS:

Main Member: Unlimited Sessions

Term	Fee	Interval	Payment Method	Select
12 Months	R930	Monthly	Debit Order (NO EFT)	Initial
12 Months	R9 828	Once Off	EFT	Initial

Member & Spouse: Unlimited Sessions

Term	Fee	Interval	Payment Method	Select
12 Months	R1 650	Monthly	Debit Order (NO EFT)	Initial
12 Months	R17 850	Once Off	EFT	Initial

Child/Additional Child (Per Child 15 -18 years old): Unlimited Sessions

Term	Fee	Interval	Payment Method	Select
12 Months	R550	Monthly	Debit Order (NO EFT)	Initial
6 Months	R600	Monthly	Debit Order (NO EFT)	Initial
12 Months	R5 950	Once Off	EFT	Initial

Student (18 - 21 years old): Unlimited Sessions

Term	Fee	Interval	Payment Method	Select
12 Months	R780	Monthly	Debit Order (NO EFT)	Initial
6 Months	R715	Monthly	Debit Order (NO EFT)	Initial
12 Months	R8 295	Once Off	EFT	Initial



Membership Packages

Select your applicable options by initialing the relevant Boxes

LIMITED SESSIONS:

Main Member: Limited Sessions 2x per week

Term	Fee	Interval	Payment Method	Select
6 Months	R599	Monthly	Debit Order (NO EFT)	Initial

Sessions limited to Maximum 2 sessions per week

Main Member: Limited Sessions 3x per week

Term	Fee	Interval	Payment Method	Select
6 Months	R775	Monthly	Debit Order (NO EFT)	Initial

Sessions limited to Maximum 3 sessions per week

Member & Spouse: Limited Sessions 3x per week

Term	Fee	Interval	Payment Method	Select
6 Months	R1 325	Monthly	Debit Order (NO EFT)	Initial

Sessions limited to Maximum 3 sessions per week

Main Member: Limited Sessions 4x per week

Term	Fee	Interval	Payment Method	Select
6 Months	R850	Monthly	Debit Order (NO EFT)	Initial

Sessions limited to Maximum 4 sessions per week

Member & Spouse: Limited Sessions 4x per week

Term	Fee	Interval	Payment Method	Select
6 Months	R1 500	Monthly	Debit Order (NO EFT)	Initial

Sessions limited to Maximum 3 sessions per week



Membership Packages

Select your applicable options by initialing the relevant Boxes

LIMITED SESSIONS (cont):

Child/Additional Child (Per Child 15 -18 years old): Limited Sessions 3x per week

Term	Fee	Interval	Payment Method	Select
6 Months	R445	Monthly	Debit Order (NO EFT)	Initial

Sessions limited to Maximum 3 sessions per week

Student (18 - 21 years old): Limited Sessions 3x per week

Term	Fee	Interval	Payment Method	Select
6 Months	R600	Monthly	Debit Order (NO EFT)	Initial

Sessions limited to Maximum 3 sessions per week

PLEASE NOTE THAT WE DO NOT ACCEPT MONTHLY EFT PAYMENTS, DEBIT ORDERS ONLY.

Selection Summary

Selection Summary	Fee	Duration (12 or 6 Month)	
Main Member	R	Unlimited	Limited
Main Member & Spouse	R	Unlimited	Limited
Child/Additional Child	R	Unlimited	Limited
Student	R	Unlimited	Limited
Total Monthly Debit Order	R		
Total (Once-off EFT)	R		

Contract/Membership start date 01/...../2024.

Special Terms:

.....

.....

Director's Signature

.....



Member's Banking Details

Note that your debit order reference will be the abbreviated name, as registered with the bank "CFTWORIVERS".

Account Holder	.....	Account Type	Current / Savings (select 1)
Bank Name	.....	Debit Day	1st / 15th of Every Month
Bank Branch	.....	Branch Code	.....
Account Number	.....	Commencing	01 / / 2024

Debit Order Instruction / Mandate

The signed Authority and Mandate refers to our contract as dated on signature hereof ("The Agreement"). I / We hereby authorise you to issue and deliver payment instructions to the bank for collection against my / our above-mentioned account at my / our above-mentioned bank (or any other branch to which I / we may transfer my / our account) on condition that the sum of such payment instructions will never exceed my / our obligations as agreed to in The Agreement, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me / us by giving you notice in writing of no less than twenty (20) ordinary working days, and sent by prepaid registered post or delivered to your address. The individual payment instructions so authorised to be issued must be issued and delivered as follows. On the day ("payment day") as indicated above of each and every month commencing on the date as indicated above for commencement of the policy. 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. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account. I / We acknowledge that all payment instructions issued by you shall be treated by my / our above-mentioned bank as if the instructions had been issued by me / us personally. I / We agree that although this Authority and Mandate may be cancelled by me / us, such cancellation will not cancel the Agreement. I / We shall not be entitled to any refund of amounts which have been withdrawn while this Authority and Mandate has been in force, if such amounts were legally owing to you. I / We acknowledge that this Authority and Mandate may be ceded or assigned to a third party if The Agreement is also ceded or assigned to that third party, but in the absence of such assignment of The Agreement, this Authority and Mandate cannot be assigned to any third party. I also acknowledge that information provided by me may be verified against other legitimate sources or databases. I / We understand that the withdrawals hereby authorised will be processed through a computerised system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify The Agreement. A payment reference is added to this form before the issuing of any payment instruction.

Signed at on this day of 2024.

.....
Signature of Payer/Authorised Payer

PLEASE NOTE THAT WE DO NOT ACCEPT MONTHLY EFT PAYMENTS, ONLY ONCE-OFF PAYMENTS CAN BE MADE VIA EFT.

CrossFit Two Rivers Banking Details for EFT's

Account Name:	CrossFit Two Rivers	Account Number:	62833022247
Bank Name:	FNB (First National Bank)	* Reference:	Initials and Surname



Terms and Conditions of “The Agreement”

1. Duration

- 1.1. This Agreement shall commence on the Start Date and endure until the End Date (the “Term”), unless it is renewed for a further period or unless terminated earlier in accordance with the provisions of the Agreement.
- 1.2. The Agreement period is a fixed period for the Term.
- 1.3. You shall be entitled to renew this Agreement for a period of a further 12 (twelve) months (“Renewal Period”) on written notice to, which written notice must be received by CROSSFIT TWO RIVERS (PTY) LTD no later than 30 (thirty) days prior to expiry of the Term of the Agreement.
- 1.4. In the event that the Agreement is not terminated by either party at the End Date or upon expiry of the Renewal Period, the Agreement will automatically continue on a month to month basis.
- 1.5. In the event that you entered into this Agreement as a result of direct marketing as defined in the Consumer Protection Act No 68 of 2008, you are entitled to rescind the Agreement within 5 (five) business days after the date on which the Agreement was concluded. CROSSFIT TWO RIVERS (PTY) LTD will refund any monies paid by you within 15 (fifteen) business days after receipt of the notice of rescission of the Agreement, less any amount due and owing by you for services rendered by CROSSFIT TWO RIVERS (PTY) LTD to you or its nominee pursuant to this Agreement.

2. Fees and Payment

- 2.1. You must pay all membership fees to CROSSFIT TWO RIVERS (PTY) LTD, via debit order, monthly in advance by no later than the 7th (seventh) day of each and every month.
- 2.2. The total monthly membership fee is payable regardless of how many training sessions you attend.
- 2.3. Any membership fees not received by the 7th (seventh) day of the month may incur a 5% penalty calculated on the total value of the outstanding membership fee. In the event that the payment is still not received by the 7th (seventh) day of the next month, a further 5% penalty may be levied against the total value of the outstanding membership fee. This shall apply to each and every subsequent month that the payment is outstanding and is capped at 20% of the total value of the outstanding membership fee.
- 2.4. CROSSFIT TWO RIVERS (PTY) LTD reserves the right to withhold services (including but not limited to; denying you access to the premises and not permitting you to take part in the training sessions, where applicable) while there are any outstanding membership fees.
- 2.5. CROSSFIT TWO RIVERS (PTY) LTD will take legal action against all outstanding fees due for a period longer than 60 days.

3. Monthly memberships and sessions

- 3.1. Monthly memberships entitle you to train an unlimited number of classes per month if you selected the unlimited option, alternatively, if you selected the limited session option, you will be limited to set session per week accordingly.
- 3.2. All private training sessions require a prior booking and private training will be charged extra and separate to your monthly membership fee.
- 3.3. The duration of all CrossFit training sessions is approximately 55 minutes.

4. Cancellation of private training sessions

- 4.1. 24 hours cancellation or rescheduling notice is required for all private training sessions. Failure to do so will result in being charged the full training session rate.
- 4.2. Any training session cancelled by you outside of 24 hours, can be rescheduled at a mutually convenient time for you and your instructor within the same month, depending on availability.
- 4.3. If CROSSFIT TWO RIVERS (PTY) LTD, for any reason, cancels your appointment with less than 24 hours’ notice, CROSSFIT TWO RIVERS (PTY) LTD will provide you with another training session arranged at a mutually convenient time for you and your instructor within the same month.
- 4.4. Should you not arrive for a class for whatever reason, a full session rate will be charged.

5. Termination

- 5.1. During the Term, you may terminate this Agreement on 20 (twenty) business days’ written notice to CROSSFIT TWO RIVERS (PTY) LTD, at any time and for any reason, provided that you will be liable for a cancellation fee calculated as 3 (three) months membership fees, which you confirm is a reasonable cancellation fee. You will pay such cancellation fee to CROSSFIT TWO RIVERS (PTY) LTD within 30 (thirty) days of cancellation of the Agreement.
- 5.2. In the event that the Term of the Agreement has expired and the Agreement has not been terminated and is proceeding on a month to month basis as provided for in clause 1.4, either party may give 30 (thirty) days written notice of cancellation of the Agreement and no cancellation fee is applicable.

6. Tardiness

- 6.1. If your CrossFit instructor is more than 10 minutes late, you will receive a complimentary training session arranged at a mutually convenient time for you and your instructor within the same month.
- 6.2. If you are late for your session, there will be a reduction in the session length equal to the time you were late. For private training sessions, if you are more than 20 minutes late, the session may be cancelled, and you will be billed at the full session rate.



Terms and Conditions of “The Agreement”

7. Instructors

- 7.1. If you would like to change instructors for any reason, please contact your Head Coach and he will be happy to assist you.
- 7.2. Your CrossFit instructor cannot diagnose and/or prescribe treatment for any form of injury, diseases or medical problems.

8. Medical

- 8.1. You warrant and represent that you are in good physical condition and know of no medical or other reason why you should not engage in any form of exercise, and that such exercise would not be detrimental to your health, safety, comfort or physical condition.
- 8.2. If you are feeling pain, discomfort, dizziness or over exertion in any way, you are to stop training and inform your instructor immediately.
- 8.3. You consent and authorise the instructor to administer or obtain medical assistance in the event of an accident or medical condition you may suffer whilst participating in the training sessions and agree to pay for any costs or expenses incurred by CROSSFIT TWO RIVERS (PTY) LTD in administering or obtaining such medical assistance.

9. Attire

- 9.1. Please wear comfortable clothes that enable the CrossFit instructor to observe the functioning of the body.
- 9.2. Please wear protective gear at all times.
- 9.3. Please bring your own hand towel to your training sessions.

10. Advertising

Photographs or videos may be taken and used by CROSSFIT TWO RIVERS (PTY) LTD for promotional purposes via social media and/or other mediums, without payment or compensation to you. Such photos and videos are and will remain the property of CROSSFIT TWO RIVERS (PTY) LTD. By signing this Agreement, you provide your consent for CROSSFIT TWO RIVERS (PTY) LTD to use your image in promotional and other business- related material.

11. Confidentiality and Data Protection

- 11.1. All information obtained from you is treated as confidential.
- 11.2. We will keep the information provided by you on computer for the purpose of administrating the membership.
- 11.3. By signing and returning the membership form, you will be deemed to be giving your explicit consent to the processing of data contained on it, including anything which may be considered to be sensitive personal data.

12. Liability and Indemnity

- 12.1. You hereby assume all responsibility for your participation in the services and acknowledge that: (a) you have had a physical examination and have been given medical approval to participate in the services (or that you have decided to participate without the approval of your physician), (b) participating in the services will involve strenuous activity, risk of injury and of death, whether caused by yourself or someone else, and (c) you are voluntarily participating in the services with the knowledge of the dangers involved, including, but not limited to, the potential for a heart attack, muscle strains, pulls or tears, broken bones, shin splints, heat exhaustion, knee injuries, lower back injuries and soreness however caused.
- 12.2. You indemnify CROSSFIT TWO RIVERS (PTY) LTD against all claims, costs and expenses, which CROSSFIT TWO RIVERS (PTY) LTD may incur and which arise, directly or indirectly, from your breach of any of your obligations under this Agreement.
- 12.3. CROSSFIT TWO RIVERS (PTY) LTD shall not be liable for any losses incurred by you while on the premises. This includes, but is not limited to, automobile theft, theft of or damage to personal property and any damage caused by fire.
- 12.4. You indemnify and hold CROSSFIT TWO RIVERS (PTY) LTD, its officers, directors, and employees harmless from and against any and all claims, liabilities, losses, expenses, penalties, fines, interests, costs (including reasonable attorney fees) and damages howsoever caused whilst participating in any activity under the direction, supervision or control of CROSSFIT TWO RIVERS (PTY) LTD's facilities, equipment or programs and you confirm that the use of the said equipment, facilities or programs by you is at your sole risk.
- 12.5. You will be liable for damages caused to the equipment or property of CROSSFIT TWO RIVERS (PTY) LTD as a result of your negligence or willful misconduct.

13. Limitation of Liability

CROSSFIT TWO RIVERS (PTY) LTD shall not be liable to you for any:

- 13.1. special, indirect or consequential loss or damages of any nature; or
- 13.2. loss of profit, revenue, business, contracts or anticipated savings, ('Consequential Loss') related to or connected with this Agreement.

14. Notices

- 14.1. You choose as your domicilium citandi et executandi for court process the physical address set out on page 2 of this Agreement.
- 14.2. A notice under this Agreement will be deemed to have been received:
 - 14.2.1. if delivered personally, upon delivery; or
 - 14.2.2. if sent by email on the next business day.

15. Miscellaneous Provisions

- 15.1. Governing Law



Terms and Conditions of “The Agreement”

The Agreement is governed by and must be construed and enforced in accordance with the laws of the South Africa.

15.2. Entire Agreement

The Agreement contains the entire agreement between the parties and supersedes all prior arrangements, letters of intent, memorandums of understanding, purchase orders, representations and documents (if any) relating to the rights and obligations set out in this Agreement.

15.3. Severability

If any provision contained in the Agreement is void, illegal or unenforceable, that provision is severable from the Agreement and the remainder of the Agreement has full force and effect.

15.4. Non-waiver

No failure by CROSSFIT TWO RIVERS (PTY) LTD to enforce any provision of this Agreement will constitute a waiver of such provision or affect in any way CROSSFIT TWO RIVERS (PTY) LTD’s right to require the performance of such provision at any time in the future.

15.5. Amendment

The Agreement may be altered only in writing signed by both parties. This requirement will only be satisfied if such amendment or variation is made in a written, paper-based form on which the signatures of the parties are reflected. The provisions of the Electronic Communications and Transactions Act, No. 25 of 2002 (as amended from time to time) are expressly excluded from this clause 15.5.

I, the Member, acknowledge that I have read and understood the contents of the general terms and conditions of The Agreement.

Signed at on this day of 2024.

.....
Member’s Signature

.....
Spouse/Partner’s Signature



Physical Activity Readiness Questionnaire (PAR-Q) and You

Before starting a new exercise program, it is strongly recommended to seek medical advice and get approval to attend CrossFit from your doctor.

- | | | |
|---|-----|----|
| 1. Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor? | Yes | No |
| 2. Do you feel pain in your chest when you do physical activity? | Yes | No |
| 3. In the past month, have you had chest pain when you were not doing physical activity? | Yes | No |
| 4. Do you lose your balance because of dizziness or do you ever lose consciousness? | Yes | No |
| 5. Do you have a bone or joint problem that could be made worse by a change in your physical activity? | Yes | No |
| 6. Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure or heart condition? | Yes | No |
| 7. Do you know of any other reason why you should not do physical activity? | Yes | No |

Waiver

CrossFit Two Rivers (Pty) Ltd, 29/1 Peter Road, Tres Jolie, A.H. Roodepoort 2040, 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. I am aware that any of these abovementioned 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 any CrossFit Two Rivers (Pty) Ltd training facility or CrossFit Two Rivers (Pty) Ltd organized event. I, the undersigned acknowledge that I have no physical impairments or illnesses that will endanger others or myself. 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 available at CrossFit Two Rivers (Pty) Ltd. I, the undersigned hereby release CrossFit Two Rivers (Pty) Ltd, 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 successors, my representatives, heirs, executors, assigns, transferees, or me. 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 CrossFit Two Rivers (Pty) Ltd 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 recognizes that there is risk involved in the types of activities offered by CrossFit Two Rivers (Pty) Ltd. 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 CrossFit Two Rivers (Pty) Ltd, their principals, agents, 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 CrossFit Two Rivers (Pty) Ltd. 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. By entering my name below, I indicate my acceptance and delivery of this waiver and release. I acknowledge that I have been given an opportunity to prevent or correct any error in connection with this waiver form. If I have submitted this waiver form in error, I will immediately notify you of the error, revoke my signature as instructed, and refrain from participating in any event or activity to which the waiver applies.

Signed at _____ on this _____ day of _____ 2024.

Member's Signature