

L9 Footscray Terms & Conditions

Plain Terms

These Terms use fairly plain language, so we want to make sure that some of the words and concepts used are easily understood. If you need any further clarification, please contact us in writing.

Important

By Booking, attending a class or entering L9 Footscray, you agree to the Terms and Conditions set out below.

You acknowledge that these terms & conditions will change over time without notice.

You do not have to accept these conditions simply by not booking or attending a class or entering L9 Footscray.

Eligibility & Suitability

You must be 18 years old or older to attend L9 Footscray.

L9 Footscray is not suitable for any participant who is / has:

- Pregnant
- Osteoporosis
- Heart Conditions
- Diabetes
- Joint Conditions
- Any Condition which could be worsened by undertaking Exercise

You must be in a suitable physical condition to participate in high intensity exercise.

If you have injuries or disabilities which may prevent you from exercising or any condition which may be worsened by exercise, you must obtain clearance from a certified medical professional prior to attending L9 Footscray.

If you have any doubt if you are in suitable physical condition, it is your responsibility to obtain clearance from a certified medical professional to attend L9 Footscray.

If you experience or have experienced any of the following symptoms you must obtain medical advice prior to attending L9 Footscray:

- Stroke
- Dizziness

- Been told by a medical professional you have a heart condition
- Diagnosed with Type I or II Diabetes
- Experienced unexpected pain in your chest at rest or during physical exercise
- Have a High or Low blood pressure
- Suffer from Asthma and require medication
- Have any injury or condition that can be worsened by exercise.

You acknowledge that you are ultimately responsible for your personal safety, health and well-being and that you will ensure you are in suitable condition for exercise.

We reserve the right to deny participation in a class or activity.

WAIVER AND RELEASE

I agree to abide by the rules of White Cat Fitness Pty Ltd (hereby referred to as L9 Footscray). I am responsible for any damage to the equipment which I may cause due to negligence.

I HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge L9 Footscray and its agents, employees, officers, directors, affiliates, successors and assigns, coaches, teachers and trustees of and from any and all claims, demands, debts, contracts, expenses, cause of action, lawsuits, damages, and liabilities, of every kind of nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any events or activities conducted by, on the premises, of, or for the benefit of, L9 Footscray, provided that this waive of liability does not apply to any acts of gross negligence, or intentional, wilful or wanton misconduct.

I understand that the activities, in which I will participate, are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns, administrators, executors and next of kin, I waive all claims of damage, injuries and death sustained to me or my property, that I may have against the aforementioned release party to such activities, including claims in tort, contract, equity or otherwise.

I acknowledge, agree and represent that I understand the nature of training at L9 Footscray, **I AM IN GOOD HEALTH** and in **PROPER PHYSICAL CONDITION** to participate in such activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will **IMMEDIATELY DISCONTINUE** further participation in the activity.

By this Waiver, I assume any risk, and take full responsibility and waive any of personal injury; death, damage, or loss of personal property, associated with training at and attending L9, including but not limited to using the facility and its equipment in any manner, form or fashion, and participating and/or engaging in any aerobic activity, taking aerobics classes or other cardiovascular activity classes at the facility, or action sport activities, and/or engaging in weightlifting activities, massage, event or other related activities on and off the premises.

This WAIVER AND RELEASE contain the entire agreement between parties and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER and RELEASE. The provisions of this WAIVER AND RELEASE may be waived,

altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of L9, whether by agreement, by operation of law, or otherwise.

I have read, understood and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by taking a membership at L9 Footscray or attending any activity or event at L9 Footscray, I have given up considerable future legal rights.

Membership & Fees

You may book or join L9 Footscray classes, activities and events by:

- Paying for the **Class, Workshop**, Activity or Event (Single Payment) OR
- Paying for a one-time **Access Pass** (limited duration e.g. 1 week or 10 days) OR
- By entering into a **Membership** (recurring Payments)

If you have signed up for a Membership, the price is as advertised at the time which you signed up and is displayed in the Membership section of the L9 App.

The Membership you have selected may come with a Discounted period:

- The Discounted price and period will be outlined at sign up. For example, a 20% discount may be applied to the regular membership price for a period of 1 year.
- During the time of the Discounted period, you may attend the classes that the Membership allows you to attend (see the inclusions).
- If you choose not to continue with the Membership, you must cancel the membership within the App or contact our customer service team to cancel the membership before the Membership commences.
- If you do not cancel the membership before the commencement date, your membership will come into effect, and you will be charged the membership fees accordingly.

The Membership you have selected may come with a Free Trial or a Paid Trial period:

- During the time of the Free Trial or Paid Trial, you may attend the classes that the Membership allows you to attend (see the inclusions) without paying anything additional.
- If you choose not to continue with the Membership, you must cancel the membership / trial within the App or contact our customer service team to cancel the membership before the Membership commences.

- If you do not cancel the membership or trial before the Free Trial period expires, your membership will come into effect, and you will be charged the membership fees accordingly and be bound by the minimum term of the membership you have selected.

Your membership fees will be charged on your credit card:

- If you chose to be billed weekly, on the same day of the week which you signed up for your membership.
- If you chose to be billed monthly, on the same day of month which you signed up for the membership.
- If you chose to be billed yearly, on the same day of the year which you signed up for the membership.

We reserve the right to cancel the membership if payments are defaulted.

The entitlements/inclusions of your membership (the classes you can attend, frequency of attendance etc) are all managed via the L9 App. Currently this app is accessed by going to app.l9.com.au.

Your Membership inclusions are described within the L9 App. You can expect these inclusions to change over time at our discretion as we make alterations to better meet our members' needs.

The L9 app will show which classes you can access as part of your membership and which classes, events, workshops and activities you will need to pay additional fees for.

You can expect that there are additional activities / items for sale which you will need to pay for.

Should the inclusions of your membership change, you may terminate your membership without any penalty and at your discretion.

Membership Pricing may be further altered at management discretion at any time with 30 days notice. Once notification is served, if we do not hear from you, we will assume that the new price is accepted and will charge accordingly.

Membership Cancellation

You may terminate your membership at any time in writing to our customer service team or via the L9 App however:

- If you have signed up for a membership on a contract for a discounted price, there will be a minimum term which you will need to honour.
- Any paid monies will not be refunded however no future charges will be due.

Pausing the Membership

You may pause/freeze your membership at any time for up to 30 days.

You are allowed to pause your membership for up to 30 days in any given year.

While your membership is paused, you will not be eligible to attend any classes or receive any benefits from your membership.

You pause and resume your membership using the L9 App.

Code of Conduct & Other L9 Rules

Photo / Video Cameras are in use at all times at L9.

In all L9 facilities cameras are installed and are filming for security purposes.

Our Coaches, Instructors, Staff and Members may be filming & taking photos:

- For their social media
- For their personal use
- For L9 Marketing Purposes

By attending the L9 Footscray you agree to the use of cameras on site and agree to royalty free use & dissemination of any digital material / content which has captured you where the video / photo footage of you was captured by L9 Footscray.

I understand that L9 Footscray will have irrevocable royalty free rights to the recordings to produce, broadcast, sell and distribute to whomever it chooses.

I hereby **WAIVE AND RELEASE**, indemnify, hold harmless and forever discharge White Cat Fitness Pty Ltd from any and all claims, demands, debts, contracts, expenses, cause of action, lawsuits, damages and liabilities, of every kind of nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to the recordings taken by White Cat Fitness or provided to White Cat Fitness by me and the distribution, production and publication of said recordings to the benefit of White Cat Fitness.

Participants, Competitors and all granted entry to L9 Footscray must treat all people with respect and act cordially. White Cat Fitness reserves the right to remove any individual without refund for inappropriate behaviour including:

- Lewd or offensive behaviour
- Dangerous behaviour
- Inciting dangerous or lewd behaviour
- Disregard of rules

We can refuse you entry to the facilities and services or cancel your membership immediately if you behave in a way that is seriously risky or inappropriate, such as if you threaten or harass others, deliberately or recklessly damage equipment or facilities or if you use or distribute illegal or performance enhancing drugs.

It is expected that you Clean Up after yourself. This includes:

- Wiping down Mats and Equipment Used
- Putting away any equipment / tools / apparatus which you have used
- Follow the direction of any L9 staff member

No Drugs or Alcohol are permitted in L9 Footscray.

No Animals are permitted in L9 Footscray.

No Children under the age of 18 are permitted in L9 Footscray.

Only Approved Fitness Instructors may use the premises to run classes or take on clients. Explicit permission in writing is required by L9 Footscray. Soliciting or offering personal training services is prohibited within the L9 Footscray facility / premises and are charged at \$500 per day as compensation for utilising the L9 Footscray premises for commercial purposes.