

AQUAMOVES

Seven Week Challenge Application Form

Please indicate which program you are enrolling in: Morning Evening

Membership number: (staff use only) _____ Date of Birth: _____

Given Name: _____ Surname: _____

E-mail Address: _____

Address: _____ Town: _____ Postcode: _____

Contact Phone: _____ (A/H): _____ (B/H) _____ (Mobile)

Emergency Contact Name: _____ Relationship: _____

Contact Phone: _____ (A/H): _____ (B/H) _____ (Mobile)

Adult Pre-Exercise Screening Tool

AIM: to identify those individuals with a known disease, or signs or symptoms of disease, who may be at a higher risk of an adverse event during physical activity/exercise.

Please circle response

1. Are you currently pregnant or have you given birth in the past eight weeks? I am currently ___ weeks/months prenatal/postnatal (please circle). Medical clearance not required.	Yes	No
1. Has your doctor ever told you that you have a heart condition or have you ever suffered a stroke?	Yes	No
2. Do you ever experience unexplained pains in your chest at rest or during physical activity/exercise?	Yes	No
3. Do you ever feel faint or have spells of dizziness during physical activity/exercise that causes you to lose balance?	Yes	No
4. Have you had an asthma attack requiring immediate medical attention at any time over the last twelve months?	Yes	No
5. If you have diabetes (type one or type two) have you had trouble controlling your blood glucose in the last three months?	Yes	No
6. Do you have any diagnosed muscle, bone or joint problems that you have been told could be made worse by participating in physical activity/exercise?	Yes	No
7. Do you have any other medical condition(s) that may make it dangerous for you to participate in physical activity/exercise?	Yes	No

IF YOU ANSWERED 'YES' to any of the above questions, **excluding question one**, you will be required to obtain a medical clearance from your GP or appropriate allied health professional **prior** to undertaking physical activity/exercise.

IF YOU ANSWERED 'NO' to the above questions, and you have no other concerns about your health, you may proceed with physical activity/exercise.

HOW DID YOU HEAR ABOUT THIS PROGRAM? (please tick)

Word of mouth <input type="checkbox"/>	Email <input type="checkbox"/>	Facebook <input type="checkbox"/>	Aquamoves Staff <input type="checkbox"/>
Member Referral <input type="checkbox"/>	96.9 Star FM <input type="checkbox"/>	95.3 SR FM <input type="checkbox"/>	Aquamoves Flyer or Display <input type="checkbox"/>
Aquamoves website <input type="checkbox"/>	Other <input type="checkbox"/>		

**Seven Week Challenge Membership – Terms and Conditions
Greater Shepparton City Council**

1	<p><u>Cooling-off period and refunds</u> Upon written request to Council within the first 7 days of joining (“cooling-off period”), Council will provide a full refund of the Seven Week Challenge Membership fees received by Council, less the casual rates payable for any sessions attended by the Member. At any other time, a refund will only be approved where a medical condition precludes further participation and a medical certificate is provided which confirms this. Any refund will be calculated for the unused portion of the program, less a 20% administration fee.</p>
2	<p><u>Acknowledgement and warranty as to health and fitness and accuracy of PARQ</u> The Participant acknowledges that the Seven Week Challenge is a rigorous fitness training program involving activities that are high intensity and high impact, which may involve running on uneven surfaces, climbing stairs climbs, strength and endurance activities, and that these activities will occur in varying weather conditions. The Member warrants that he/she is physically capable and medically sound to undertake a course of strenuous exercise and that the answers given in the member’s Adult Pre-Exercise Screening Tool overleaf are accurate and complete. The Member acknowledges that Council will rely on the information provided by the Member to enable it to provide the services to the Member and to assess the Member’s offer to enter this contract. If at any time the member’s physical or medical status changes, the Member must inform Council as soon as possible. Council reserves the right to require a medical clearance before the Member partakes in any services at the commencement or at any time during the Member’s Seven Week Challenge membership.</p>
3	<p align="center"><u>RELEASE AND INDEMNITY</u> <u>Limitation of Council/Aquamoves’ liability for death and personal injury</u></p> <p>By signing these terms and conditions, the Member irrevocably acknowledges and agrees:</p> <ul style="list-style-type: none"> • that the Member enters and uses the Aquamoves’ premises, facilities and services, and participates in the Seven Week Challenge program at the Member’s own risk; • that the recreational activities that the Member may participate in as part of the Seven Week Challenge program or any other service provided to the Member by Council at the Aquamoves facility, involve a significant degree of physical and other risks to the Member’s body and health and the bodies and health of other people; • that the Member cannot bring a claim against Council, its employees, contractors or agents, in respect of any personal injury or death arising from such risks; • that this limitation of Council’s liability has been brought to the Member’s attention prior to receiving any services from Council at or in relation to the Aquamoves facility; • that the Member has read and understood the attached warning and notice provided under section 32N of the <i>Fair Trading Act 1999</i>; • that the Member agrees to release and indemnify Council, its employees, contractors or agents in respect of any death, personal injury, losses or costs (including legal costs) that may arise out of the Member’s participation in the Seven Week Challenge or any activities that comprise the services provided to the Member by Council at or in relation to the Aquamoves facility or in connection with the Seven Week Challenge program; • that no false or misleading statements about this release and indemnity have been made to the Member by Council, its employees, contractors or agents; and • that no warranty about the services or facilities has been made to the Member by Council, its employees, contractors or agents. <p align="center"><u>WARNING UNDER THE FAIR TRADING ACT 2012</u></p> <p>Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you—</p> <ul style="list-style-type: none"> • are rendered with due care and skill; and • are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and • might reasonably be expected to achieve any result you have made known to the supplier. <p>Under section 22 of the <i>Australian Consumer Law and Fair Trading Act 2012</i>, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the <i>Australian Consumer Law and Fair Trading Act 2012</i> if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.</p> <p>NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier’s part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the <i>Australian Consumer Law and Fair Trading Regulations 2012</i> and section 22(3)(b) of the <i>Australian Consumer Law and Fair Trading Act 2012</i>.</p>
4	<p><u>Limitation of liability for damage to or loss of property</u> The Member agrees to release the Council and its employees, contractors and agents from any liability for any loss or damage of the Member’s property whether that loss or damage is caused by the negligence or otherwise of Council, its employees, contractors or agents.</p>

5	<p><u>Membership rules</u></p> <ul style="list-style-type: none"> • The Member must comply with all Centre Rules (as amended from time to time) and Seven Week Challenge Rules (if any, and as amended from time to time). The Member must comply with all reasonable requests or directions given by Council staff. • Persons under the age of 16 are not permitted to participate in any Seven Week Challenge program or activities, for health and safety reasons. • The Member must present his/her membership card to reception staff on arrival. Council reserves the right to refuse the Member's participation in the Seven Week Challenge program or access to the facility if the Member cannot present a valid membership card or some other form of identification acceptable to Council. If a replacement membership card is required, a \$6.55 fee will apply. • The Member's membership must only be used by the Member and cannot be used by any other person. If the Member allows another person to use his/her membership, Council may terminate this contract immediately and the Member and the other person may not be permitted to use the Aquamoves' facilities or services. • A roll call will be conducted before each Seven Week Challenge session. • Seven Week Challenge sessions take place regardless of weather conditions, with the exception that it is dangerous Eg. lightning. In the instance that dangerous weather occurs, Seven Week Challenge will be cancelled for that day. • Training venues are subject to change at the discretion of Council and reasonable notice will be provided where practicable.
6	<p><u>Termination of Seven Week Challenge Membership</u></p> <p>Council may terminate the Member's membership at any time if the Member fails to comply with these terms and conditions (including the Centre Rules and Seven Week Challenge Rules). If the Council considers the relevant breach of these terms and conditions to be a minor breach, Council may (but is not obliged) give a warning to the Member.</p>
7	<p><u>Minors – parent/legal guardian agrees to these terms and conditions, including release and indemnity</u></p> <p>If the Member is under the age of 18, the Member must have their Seven Week Challenge Application Form signed by a parent or legal guardian.</p> <p>By signing these terms and conditions, the parent or legal guardian agrees that, in consideration of Council accepting the minor as a Member, the parent or legal guardian:</p> <ul style="list-style-type: none"> • consents to the minor participating in the Seven Week Challenge program and all Seven Week Challenge activities; and • acknowledges and agrees that he or she has read the warning provided under the <i>Fair Trading Act 1999</i> at condition 3 above; and • agrees to release, indemnify, keep indemnified and hold harmless, the Council and its employees, contractors and agents from or against any liability to the minor with respect to any death or personal injury to the minor, or any loss or damage to property suffered by the minor or the parent or legal guardian in connection with the minor's use of, or presence at, the Aquamoves facility.
8	<p><u>Privacy statement</u></p> <p>The Member's personal information is collected to enable Council to provide the services to the Member. The Member's personal information will be held, used and disclosed in accordance with Council's privacy policy, a copy of which will be provided on request. Council may provide the Member's personal information to medical practitioners or other third parties in the case of an emergency or where otherwise authorised or required by law.</p>

I have read and understood the program/membership conditions stated and agree to abide by them.

Member's Signature: _____ Date: _____

Receptionist's Signature: _____

Irrevocable consent to being photographed, filmed and identified by full name

I _____ (full name) irrevocably consent to being photographed or filmed whilst using the Aquamoves' facilities or services and grant to Council, and its nominees, the right to use my full name, image and likeness ("endorsement") for use in the media and/or any Council promotional or advertising material. I also irrevocably consent to being identified by my full name in the media or any promotional or advertising material. I acknowledge that Council is not obliged to pay me for the use of my endorsement.

Signature: _____

Parent or guardian (if under 18): _____ (name)

_____ (signature)

Please see Customer Service to book in for a free Fitness Assessment prior to commencing the Seven Week Challenge.

To be completed by staff:

Fitness Assessment Booking

Date: ____/____/____

Time: _____

Instructor: _____

Booked in Links? (Please tick) YES Customer Service Staff Name: _____