

MK Two Rivers Fitness

29/1 Peter Road, Tres Jolie, A.H. Roodepoort, 2040
www.mktworiversfitness.co.za | mktrfitness@gmail.com
Contact: Morne Klopper – 082 927 6298

Initial

MK Two Rivers Fitness Membership Agreement | Page 7

Terms and Conditions of “The Agreement”

1. Duration

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.
2. The Agreement period is a fixed period for the Term of 12 months
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 MK Two Rivers Fitness no later than 30 (thirty) days prior to expiry of the Term of the Agreement.
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 be renewed for the next 12 Months.
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.

Fees and Payment

1. All membership fees is payable to MK Two Rivers Fitness, via debit order only, If the payment were unsuccessful then a payment should be made no later than the 7th (seventh) day.
2. The total monthly membership fee is payable regardless of how many training sessions you have attended for that month.
3. Any membership fees not received by the 7th (seventh) day of the month may incur a R70 penalty calculated which will be added to the debit order of the following month.

4. In the event that the payment is still not received by the 7th your membership will be blocked and you will not be able to book classes until your membership has been paid in full.
5. If no payment is received after 30 days from date of invoice your membership will be cancelled and be billed for the outstanding balance amount left on the contractual period entered into.
6. MK Two Rivers Fitness 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.
7. MK Two Rivers Fitness will take legal action against all outstanding fees due for a period longer than 60 days.
8. All membership fees are final and no negotiations or discount will be entered into.

Monthly memberships and sessions

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.
2. All private training sessions require a prior booking and private training will be charged extra and separate to your monthly membership fee.
3. Thus any person required personal training will still be obligated to permit a valid and active MK Two Rivers Membership.
4. No unbooked or unused classes will be carried over to the next months class booking allocation. Please make sure to book your classes upfront every week.
5. All class bookings should be made via Oktiv only. No class attendance will be permitted without a valid class booking via the Oktiv Booking App.
6. The duration of all training or class sessions is approximately 55 minutes.

Cancellation of classes

1. All classes have a 30min cancelation threshold which means in the event that you cancel your class 30mins prior to your booked class that session will not count towards your booking allowance for the week. Failure to do so will result in that class booking being lost or forfeited.

2. All classes have a 30min booking threshold which means you cannot book a class 30mins or less prior to that class being scheduled.
3. All classes have a minimum class booking quota of 3 members per class. If the class have less than 3 members booked that class will be automatically cancelled by Oktiv and those who booked the class be reimbursed for their booking allowance.
4. Should you do not arrive for a class that you have booked you will be penalised with a automatic R20 penalty added to your debit order at the end of the month.

Termination

1. During the 12-month term, you may terminate this Agreement with a 2 Full Calendar Months written notice. Your notice will start on the 1st of the new month and be valid for 2 full calendar months after which your contract and membership will be cancelled.
2. A penalty of 30% of the contractual balance is due before the membership can be terminated in full.
3. All memberships are bind to a 12-month contract. No training or coaching will be made available without the consent and agreement of the terms and conditions.
4. In the event that the Term of the Agreement has expired and the Agreement has been automatically renewed, the termination terms will resume the same as mentioned above.

Tardiness

1. If you are late for your class, there will be a reduction in the session length equal to the time you were late. If you have missed the workout explanation and warm up it will be your own responsibility to make sure to warm up before attempting to do the class workout with the class.
2. If this is the case be mindful not to disrupt or disturb the class in session.
3. If you disrupt a class for any reason and the coach has a valid reason, you will be asked to leave the class immediately.

Apon completion of the sign-up process I, the undersigned, agree in full to all the Terms and Conditions described and stated in the above form.

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Waiver and Release of Liability Agreement

Participant Name: _____

Date of Birth: _____

Phone Number: _____

Email Address: _____

Assumption of Risk

I acknowledge and fully understand that participation in any fitness activity, including but not limited to: personal training, group training, CrossFit, Hyrox, strength and conditioning, and the use of any gym equipment at MK Two Rivers Fitness, carries with it the risk of personal injury, illness, disability, property damage, or even death. I voluntarily assume all such risks, both known and unknown, even if arising from the negligence of others. I hereby waive all risk that might be held against MK Two Rivers Fitness.

Health Declaration

I certify that I am physically and mentally capable of participating in fitness activities. I affirm that I have either:

consulted with a physician and been medically cleared to participate, or

voluntarily choose to participate without such clearance, acknowledging the risks involved.

Waiver and Release

I hereby release, waive, discharge, and covenant not to sue MK Two Rivers Fitness, its owners, staff, trainers, agents, volunteers, landlords, and affiliated partners from any and all liability, claims, demands, or causes of action related to any injury, loss, or damage to person or property that may arise out of or in connection with my participation in activities at the facility.

Use of Facility and Equipment

I agree to:

Use equipment properly and follow all gym guidelines, rules, and safety instructions.

Inform staff immediately of any injury, unsafe condition, or equipment malfunction.

Take full responsibility for my actions and behaviour while on premises, and agree that MK Two Rivers Fitness has the right of admission reserved.

Always wear appropriate clothing when working out or attending a class and respect the members around me.

Not promote, in any way or form, any sexual social media platforms when taking videos or posting with MK Two Rivers being associated or implicated whatsoever.

Media Release

I grant permission for MK Two Rivers Fitness to use any photos, videos, or recordings taken of me during training for marketing, promotional, or educational purposes, unless I opt out in writing.

Minors (if applicable)

If signing on behalf of a minor under the age of 18, I confirm I am the parent or legal guardian and consent to the minor's participation. I agree to the terms of this waiver on their behalf.

COVID-19 and Communicable Diseases

I understand and accept the risk of exposure to illnesses, including COVID-19, and agree not to hold MK Two Rivers Fitness liable for any illness contracted during gym use.

Binding Agreement

I have read this waiver fully and understand its contents. I sign it voluntarily, with the knowledge that I am waiving certain legal rights.

Signature: _____

Date: _____

(If participant is under 18)

Parent/Guardian Name: _____

Signature: _____

Date: _____

Apon completion of the sign-up process, I the undersigned, agree in full to all Waiver and Release of Liability conditions described and stated in the above form.