



TIGERFIT

FUNCTIONAL FITNESS

Membership Agreement:

Client Information:

Name	Surname	Date of Birth	M/F
Street Address	Apt#	City	Postal Code
Email Address	Phone	ID-Number	Occupation

The Membership Service and Release of Liability Agreement (the "Agreement") is between TigerFit and you, the Client (individually, if you are the Client, and/or as agents or guardian of the Client). It is agreed between TigerFit and the Client that Client is purchasing, for the benefit of the Client, a fitness program membership, from TigerFit according to the terms on the front and reverse side of this Service Agreement.

Prorated / Drop-In/Top-Up Package:

Prorated - Access to Octiv to Book for class	1 Month / Month-Month Contract -Pay full Prorated amount at the end of the month <i>-R50 will be added as a monthly admin Fee to be on Octiv in order to book for class, 15 day cancellation notice must be given here.</i>	R100/s	
Drop-In	1 Month / Month-Month Contract -Pay R60 before attending class.	R100/s	
Personal Training Membership With PROVEN FITNESS: Jaco Brits 066 525 7228	-For 5 Sessions -Improve: Weightlifting / Powerlifting / Gymnastic Skills	R600	
PROVEN FITNESS: Competition Prep Membership Coached by Santa Mostert / Mossie Mostert	-For 4-6 Weeks	R400	
Agreement Start Date:	Discount:	R	
Agreement End Date:	Total:	R	

Personal Training:

Personal Training with Santa Mostert -Specialized Training Program. *This Package does not include our Classes.		R200/session	
Personal Training with Mossie Mostert -Specialized Training Program. *This Package does not include our Classes.		R200/session	
Agreement Start Date:	Discount:	R	
Agreement End Date:	Total:	R	

Online Package:

Online Gold Package -Weekly Training Program. *This Package does not include our Classes.	1 Year Contract Take a video of equipment and space you have available to train in.	R410/m	
Online Premium Package -Weekly Training Program. -Access to Octiv -Free Goal Consultation with Coach once every 3 months *This Package does not include our Classes.	-1 Year Contract Take a video of equipment and space you have available to train in.	R510/m	
Agreement Start Date:	Discount:	R	
Agreement End Date:	Total:	R	

Hybrid Package:

Hybrid Package	1 Year Contract -Access to Octiv Platform to Book for Class -Free Goal Consultation with Coach once every Month -1 Free Specific Goal Training Program -Unlimited Access to ALL Classes -1 Free InBody Weigh-In & Transformation Photo every month. -1 Free 30 min massage per month -Unlimited Access to Facility	R1 610/m	
Agreement Start Date:	Discount:	R	
Agreement End Date:	Total:	R	

Open gym Package:

Unlimited Access	1 Year Contract - Access to Octiv Platform -Access to entire Facility & Equipment -No Programming Included	R549/m	
Unlimited Access	1 Month / Month-Month Contract - Access to Octiv Platform -Access to entire Facility & Equipment -No Programming Included	R649/m	
Agreement Start Date:	Discount:	R	
Agreement End Date:	Total:	R	

Current Specials:

6 Week Unlimited Special	6 Week Contract -Goal Consultation - Access to Octiv Platform to Book for Class -Access to entire Facility & Equipment -Weekly Programming Included -Access to ALL Classes -InBody Assessment & Nutritional Guidance -Access to PLIABILITY (STRETCHING)	R1 000	
Agreement Start Date:	Discount:	R	
Agreement End Date:	Total:	R	

Programs & challenges:

6 Week Weightloss Kickstart Program	6 Week Contract -Goal Consultation - Access to Octiv Platform to Book for Class -Access to entire Facility & Equipment -Weekly Programming Included -4x Classes per Week -InBody Assessment & Nutritional Guidance -Weekly Feedback from Coach -12x Personal Training Sessions with Coach Mossie / Santa	R3 340	
Agreement Start Date:	Discount:	R	
Agreement End Date:	Total:	R	

Membership Packages:

2 Classes per Week	1 Month / Month-Month Contract -Access to Oktiv Platform to Book for Class	R859	
	6 Month Contract -Access to Oktiv Platform to Book for Class	R759	
	12 Month Contract -Access to Oktiv Platform to Book for Class -1 Free Class per Week	R859	
	12 Month Couples / Friend / Family Contract *This Package is for 2 Members -Access to Oktiv Platform to Book for Class -1 Free Class per Week	R1 218	
3 Classes per Week	1 Month / Month-Month Contract -Access to Oktiv Platform to Book for Class	R1 059	
	6 Month Contract -Access to Oktiv Platform to Book for Class	R959	
	12 Month Contract -Access to Oktiv Platform to Book for Class -1 Free Class per Week	R859	
	12 Month Couples / Friend / Family Contract *This Package is for 2 Members -Access to Oktiv Platform to Book for Class -1 Free Class per Week	R1 618	
Unlimited Classes per Week	1 Month / Month-Month Contract -Access to Oktiv Platform to Book for Class -Unlimited Access to all Classes -Unlimited Access to Facility	R1 199	
	6 Month Contract -Access to Oktiv Platform to Book for Class -Unlimited Access to all Classes -Unlimited Access to Facility	R1 059	
	12 Month Contract -Access to Oktiv Platform to Book for Class -Unlimited Access to Facility	R959	
	12 Month Couples / Friend / Family Contract *This Package is for 2 Members -Access to Oktiv Platform to Book for Class -Unlimited Access to Facility	R1 818	
Agreement Start Date:	Discount:	R	
Agreement End Date:	Total:	R	

Student(s) / Pensioner Packages:

2 Classes per Week	1 Month / Month-Month Contract -Access to Oktiv Platform to Book for Class	R599	
	6 Month Contract -Access to Oktiv Platform to Book for Class	R550	
	12 Month Contract -Access to Oktiv Platform to Book for Class -1 Free Class per Week	R499	
	12 Month Couples / Friend / Family Contract *This Package is for 2 Members -Access to Oktiv Platform to Book for Class -1 Free Class per Week	R898	
3 Classes per Week	1 Month / Month-Month Contract -Access to Oktiv Platform to Book for Class	R799	
	6 Month Contract -Access to Oktiv Platform to Book for Class	R710	
	12 Month Contract -Access to Oktiv Platform to Book for Class -1 Free Class per Week	R610	
	12 Month Couples / Friend / Family Contract *This Package is for 2 Members -Access to Oktiv Platform to Book for Class -1 Free Class per Week	R1 120	
Unlimited Classes per Week	1 Month / Month-Month Contract -Access to Oktiv Platform to Book for Class -Unlimited Access to all Classes -Unlimited Access to Facility	R899	
	6 Month Contract -Access to Oktiv Platform to Book for Class -Unlimited Access to all Classes -Unlimited Access to Facility	R810	
	12 Month Contract -Access to Oktiv Platform to Book for Class -Unlimited Access to all Classes -Unlimited Access to Facility	R710	
	12 Month Couples / Friend / Family Contract *This Package is for 2 Members -Access to Oktiv Platform to Book for Class -Unlimited Access to all Classes -Unlimited Access to Facility	R1 320	
Agreement Start Date:	Discount:	R	
Agreement End Date:	Total:	R	

Payment Details:

Debit Orders

If you choose not to go on Debit Order a monthly Admin Fee of R100 will be added to your membership each month.

EFT Beneficiary: **TigerFit Functional Fitness**
 Acc. Number: **63003587037**
Current/Cheque
 FNB **250655**
Email Proof of Payment: tigerfit.info@gmail.com
Or
Send : 082 072 8293

Payments must be made on a monthly basis, usually on the end of the month (ideally) or the 1st of each month for the month ahead. TigerFit or its assigns reserves the right to add the following fee to the Client’s account balance should the following occur: Amounts due not paid in time without prior arrangements; this will result in a fee of 100 Rand for every month that goes by without liaising with the accounts department.

IMPORTANT NOTE: Client, by agreeing to partake in TigerFit’s Training & Nutritional Program service and related activities, agrees to release TigerFit from liability due to participation. Client is urged to have this release agreement reviewed by their attorney before signing.

By signing this Agreement, Client acknowledges that Client has read, understood and agrees with all terms and conditions of this agreement (including the additional terms and conditions on the reverse side) after having the opportunity to have it reviewed by an attorney at the discretion of Client. Client further acknowledges Client had received a filled-in and completed copy of this agreement, which includes the release and waiver of liability, and Additional Terms and Provisions located on the front and reverse side of the Agreement. This Agreement constitutes the entire agreement of the parties and no other agreement or understanding exists between Client and TigerFit. has made no express or implied warranties or misrepresentations other than those expressly set forth in this Agreement to induce Client to enter into this Agreement. Any conflict between the original Agreement and any copy of the original Agreement shall be controlled by the original Agreement.

YOU, THE CLIENT, FROM THE DATE UPON SIGNING THIS AGREEMENT THE AMOUNT MUST BE PAID IN FULL UNTIL THE END OF THE CONTRACT TERM, IF FOR WHATEVER REASON YOU DECIDE TO CANCEL THE CONTRACT THE OUTSTANDING AMOUNT MUST BE PAID IN FULL OR YOU HAVE THE OPTION TO GET SOMEONE TO TAKE OVER YOUR CONTRACT. NO CANCELLATIONS WILL BE ACCEPTED BEFORE THE AGREED CONTRACT EXPIRATION DATE. TO CANCEL THIS AGREEMENT, MAIL OR DELIVER A SIGNED AND DATED NOTICE WHICH STATES THAT YOU, THE CLIENT, ARE CANCELLING THIS AGREEMENT.

THE TERM OF THIS AGREEMENT IS COMMENCING _____ 20____.

TigerFit Employee Signature

Client Signature

Date

RELEASE OF LIABILITY

CLIENT’S ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AND FULL RELEASE FROM LIABILITY OF TIGER FIT: CLIENT ACKNOWLEDGES THAT THE TRAINING & NUTRITIONAL SERVICE PROGRAMS PURCHASED HEREUNDER INCLUDES PARTICIPATION IN STRENUOUS PHYSICAL ACTIVITIES, INCLUDING, BUT NOT LIMITED TO RUNNING, WEIGHT TRAINING, GYMNASTIC MOVEMENTS AND NUTRITIONAL PROGRAMS OFFERED BY TIGERFIT (“PHYSICAL ACTIVITIES”). CLIENT ACKNOWLEDGES THESE PHYSICAL ACTIVITIES INVOLVE THE INHERENT RISK OF PHYSICAL INJURIES OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, HEART ATTACKS, MUSCLE STRAINS, PULLS OR TEARS, BROKEN BONES, HEAT EXHAUSTION, KNEE/LOWER BACK/FOOT INJURIES AND ANY OTHER ILLNESS, SORENESS, OR INJURY, HOWEVER CAUSED, OCCURRING DURING OR AFTER CLIENT’S PARTICIPATION IN THE PHYSICAL ACTIVITIES. CLIENT FURTHER ACKNOWLEDGES THAT SUCH RISKS INCLUDE, BUT ARE NOT LIMITED TO, INJURIES CAUSED BY THE NEGLIGENCE OF AN INSTRUCTOR OR OTHER PERSON, DEFECTIVE OR IMPROPERLY USED EQUIPMENT, OVER-EXERTION OF A CLIENT, SLIP AND FALL BY CLIENT, OR AN UNKNOWN HEALTH PROBLEM OF CLIENT.

CLIENT AGREES TO ASSUME ALL RISK AND RESPONSIBILITY ARISING FROM PARTICIPATION IN THE PHYSICAL ACTIVITIES. CLIENT AFFIRMS THAT CLIENT IS IN GOOD PHYSICAL CONDITION AND DOES NOT SUFFER FROM ANY DISABILITY THAT WOULD PREVENT OR LIMIT PARTICIPATION IN THE PHYSICAL ACTIVITIES. CLIENT ACKNOWLEDGES PARTICIPATION WILL BE PHYSICALLY AND MENTALLY CHALLENGING, AND CLIENT AGREES THAT IT IS THE RESPONSIBILITY OF CLIENT TO SEEK COMPETENT MEDICAL ADVICE REGARDING ANY CONCERNS OR QUESTIONS CONCERNING THE ABILITY OF CLIENT TO TAKE PART IN TIGER FIT ’S PHYSICAL ACTIVITIES. BY SIGNING THIS AGREEMENT, CLIENT AFFIRMS THAT HE OR SHE IS CAPABLE OF PARTICIPATING IN THE PHYSICAL ACTIVITIES. CLIENT AGREES TO ASSUME ALL RISK AND RESPONSIBILITIES FOR EXCEEDING HIS OR HER PHYSICAL LIMITS.

CLIENT, OR ON BEHALF OF CLIENT, HIS/HER HEIRS, ASSIGNS AND NEXT OF KIN, WAIVES ANY CLAIMS AGAINST AND RELEASES TIGER FIT (AS WELL AS ANY OF ITS OWNERS, EMPLOYEES, OR OTHER AUTHORIZED AGENTS, INCLUDING INDEPENDENT CONTRACTORS) FROM ANY AND ALL LIABILITY, CLAIMS AND/OR CAUSES OF ACTION THAT CLIENT MAY HAVE FOR INJURIES OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO PUNITIVE DAMAGES.ARSISING OUT OF PARTICIPATIONIN TIGERFIT ACTIVITIES, INCLUDING, BUT NOT LIMITED TO THE TRAINING & NUTRITIONAL PROGRAMS AND THE PHYSICAL ACTIVITIES.

FITNESS PROGRAM MEMBERSHIP AGREEMENT SERVICES

The service being requested is for coaching designed to progress you toward OPTIMAL FITNESS. The Agreement is for coaching services over a specific period of time during which the member is eligible to partake in any and all activities in accordance with their membership package. This is NOT an agreement for a specific number of classes, seminars, or coaching lessons during the agreed upon period.

REFUNDS: No refunds shall be made for services purchased, except as specifically provided in the Agreement.

PAYMENT & BILLING

RENEWAL: At the end of the agreement duration, a new agreement must be signed, unless cancelled 4 weeks ahead of time in writing (confirmed email is sufficient).

CLIENT'S RIGHT TO CANCEL: The Client may cancel this contract with 30 calendar days' notice under the following circumstances: (1) If by reason of death or disability, Client is unable to receive all TigerFit services for which Client has contracted, Client and Client's estate shall be relieved from the obligation of making payment for services other than those received or obligated prior to death or the onset of disability (subject to signed doctor's note regarding the nature of the disability); (2) In the event the Client moves further away from TigerFit, Client may terminate this agreement by supplying proof of new residence. If client has prepaid membership he can pass on to a new member or existing member. (3) In case of an issue with funding or the client can simply not afford the membership or would simply not like to train at the facility for any other reason, the reason must be discussed and a fair decision must be made for both parties. The fee of 50% is applicable for the extra admin costs or outstanding fees are not paid.

CLIENT'S RIGHT TO HOLD: In case of a membership, the Client may, "put on hold" the Agreement. For every 6 months of the Agreement, a maximum of 1 "on hold" periods with a maximum total time of 6 weeks will be granted. The request to place the Agreement on hold must be submitted prior to the hold dates (no retroactive holds) and must include an end date (or return date) with the following exceptions: Client is injured or sick, or Client is pregnant and/or has had a baby. In both cases the return date will be mutually determined based on the recovery and recuperation of the Client. **Over the December (Christmas, school holidays or Ramadan) period we will allow on hold periods but a minimum of half the membership fee still needs to be paid.** We run a program that you can easily follow while you are away with scaled variances of bodyweight programming. Holiday or Business: If you are going away on holiday or on a work trip, please give us at least a month's notice with the dates of departure and arrival. If your holiday/work trip is last minute, then we can make an arrangement, but we still have to make sure that the admin costs (Octiv and Invoicing) are covered. Injury or Illness: If you are sick or pick up an injury, please let us know immediately so that we have the dates. Please send us the approximate date you wish to return and confirm this where possible.

CLIENT'S DEFAULT: Client shall be deemed in default of this Agreement upon the failure to comply with any of the terms and conditions of the Agreement, including, but not limited to, the obligation to make any payment as and when due. Upon default, TigerFit shall have all rights and remedies available, including termination of this Agreement and institution of an action for all applicable damages. If Tiger Fit delays or refrains from exercising any rights under this Agreement, TigerFit does not waive, nor will TigerFit lose those rights. If TigerFit accepts late or partial payments from the buyer, TigerFit does not waive the right to receive full and timely payments and other charges due under this Agreement.

SUCCESSORS AND ASSIGNS: Client agrees that all terms and conditions of this Agreement shall be binding upon the heirs, Personal Representatives, lawful successors, and assigns of Client, and anyone claiming by or through Client.

ENFORCEABILITY: The parties agree that if any provision or portion of this Agreement is declared void and unenforceable, such provision or portion of a provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect. However, Client specifically agrees all the terms and conditions are to be enforced and the client specifically waives any statute or the right of any type which would invalidate the enforceability of any provision or portion of provision of this agreement.

Code of Conduct: We support and protect the dignity and worth of everyone. We provide equal rights and opportunities for all employees, clients and volunteers. We do not tolerate harassment or unwelcome comments and actions. We will take prompt action if such problems occur, including failure to follow any rules or regulations, for reasons of nuisance, disturbance of others, moral turpitude or fraud, or if we determine that your actions may endanger yourself or others.