



AGREEMENT BETWEEN KLOOF BOXING ACADEMY (short name KBA) and

| DETAILS OF MAIN MEMBER | | | |
|--|--|---|--|
| First Name | | Surname | |
| Email Address | | ID Number | |
| Residential address | | | |
| Cell Number | | Alt number | |
| Date of Birth | | Age | |
| ADDITIONAL MEMBERS (IF ANY) | | | |
| First Name | | Age | |
| First Name | | Age | |
| First Name | | Age | |
| BANKING ACCOUNT INFORMATION – ONLY NEEDED FOR DEBIT ORDER | | | |
| Name of Bank | | Name of Account Holder | |
| Account Number | | Branch Code | |
| Preferred collection day | | First debit to be presented on | |
| ID of Acc Holder | | Contact No of Acc Holder | |
| KLOOF BANK ACCOUNT DETAILS (for EFT payments) | | | |
| Banking Details | <u>Kloof Boxing Academy</u> <u>FNB Business Acc</u> <u>Acc: 63110619872</u> <u>Branch Code: 250655</u> <i>Please use your name and month of membership paid as reference. Membership fee is payable in advance!!</i> | | |
| ACCEPTANCE OF KBA TERMS AND CONDITIONS | | | |
| <p>I, the undersigned, hereby confirm that the information provided by me in this agreement is true and correct. I further acknowledge that I have read, understood, and accept the terms and conditions outlined in this agreement, including those set out on the next page. Membership & Cancellation: This contract is valid for an indefinite period and may only be cancelled with one (1) calendar month's written notice. Cancellations will not be accepted during December. A cancellation fee of R250 will be payable if the required notice is not given. Fees & Payment: I agree to pay the class fees in full, irrespective of whether I attend lessons. Fees are non-refundable under any circumstances and non-transferable to another person or period. Liability & Indemnity: I understand that participation in boxing training involves inherent risks. I waive any claim against KBA (Champs Boxing Academy) for any injury, loss, or damage sustained while attending KBA. I further indemnify KBA against any claims made by third parties arising from my participation. Damage to Property: Members will be held liable for any damage caused to KBA property or equipment due to negligence or misconduct. Debit Order Cancellation: To cancel a debit order, a Cancellation Form must be completed and submitted. Debit orders will continue indefinitely unless the cancellation process is correctly followed. The right of admission is reserved.</p> | | | |
| ACCEPTED BY MEMBER (SIGNATURE) | | DATE | |
| ACCEPTED BY KBA | | DATE | |
| CHOOSE YOUR CONTRACT PACKAGE | | | |
| Monthly Debit Order – R500 p/month | | Monthly EFT – R600 p/month | |
| Pay as you go – R100 per lesson | | Family Membership - _____ (1st member – Full price, 2nd member – R100 discount, 3rd member – Additional R100 discount) | |
| Up Front Payment – 6 months @ R2500.00 (1 month free) | | Up Front Payment – 12 months @ R4500.00 (2 months free) | |
| Special Arrangement - _____ | | | |

Release, Indemnification, Hold Harmless & POIPA Agreement in favour of Kloof Boxing Academy

Definitions

Kloof Boxing Academy and their members, officers, directors, agents, employees, heirs, assigns and independent contractors hereafter referred to as **KBA**.

Training Classes, private training hereafter referred to as **Training**

Personal Disclaimer

I am not a doctor. The information I provide is based on my personal experience, studies of personal and boxing training. While I draw on my prior expertise and background in many areas, you acknowledge that I am supporting you in my role exclusively as a personal training coach only. I provide information concerning, but not limited to, physical fitness. I am not a medical health practitioner or mental health provider and I do not hold myself out to be in any capacity. Rather, I serve as a coach, mentor and guide who helps you reach your own health and wellness goals.

Medical disclaimer

KBA recommends that you consult with your physician before commencing any exercise program. You should be in good physical condition and be able to participate in the exercise. **KBA** is not a licensed medical care provider and has no expertise in diagnosing, examining or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition. You acknowledge that you take full responsibility for your health, life and wellbeing, as well as that of your family and children (born and unborn, as applicable) and all decisions now or in the future.

1) Release, Indemnification and Hold Harmless Agreement

I understand that there are risks and dangers in participating (including waiting at, or on, any premises to participate in such training, walking through premises prior to or after such classes) and that in order to participate, in any such activities, including but not limited to: Boxercise, Boxing, Krav Maga and any other training. I give up my rights to hold **KBA** responsible or liable for any damage that I may suffer participating in such training provided by them.

I hereby voluntarily and forever release, discharge and hold completely harmless **KBA** from any and all responsibility for, or liability resulting from or arising from, my participation in training with or at **KBA**.

I understand that training provided at **KBA** may include, but will not be limited to, activities such as boxing, punching, hitting, stretching, jabbing, lunging, rolling, falling, twisting, jumping, running, yelling. I realise that these activities can be dangerous, but I am voluntarily choosing to participate in some or all these activities and agree to assume the risk associated with my participation therein.

I understand that I am assuming full responsibility for any and all risks of death, personal injury, emotional pain and suffering, property damage and economic loss that might be suffered by me as a result of my participation in training at **KBA**. I agree that this release shall bind me, my spouse, my heirs and their agents and my employer/employees.

By signing this release, I have expressly assumed all the risks associated with participation in such activities, including but not limited to the negligence on part of the **KBA** instructors in the performance of their duties, negligence by other members of **KBA**, negligence in the operation of machinery or equipment, and / or premises liability.

I have read this agreement and understand the contents and language herein and I am advised of all potential dangers incidental to participation in Boxercise training including travelling to and from. I understand the rights that I am giving up by signing below where indicated.

2) POPIA Act

KBA is committed to ensuring that any processing of Personal Information related to Members is limited to the express purposes of opening and management of a membership account for the Member and that such processing is compliant with POPIA. The Member warrants that all Personal Information supplied to the Company is accurate, up to date, is not misleading and that it is complete in all respects

Full names.....

Signed.....

ID No.....

Contact no.....

Date signed.....

At.....