

# **HSTL MEMBERSHIP AGREEMENT**

## **TERMS, CONDITIONS & COMPREHENSIVE WAIVER**

These Terms apply to all members, casual users, and clients of HSTL, including access to gym facilities, Pilates, communal wellness areas, private wellness and recovery services, and any related programs.

By signing up, booking, or entering the premises, you agree to be bound by these Terms.

### **1. DEFINITIONS**

|                                    |   |
|------------------------------------|---|
| <b>Communal Areas</b>              | include shared recovery areas, lounges, change rooms, and beverage service zones  |
| <b>Consumables</b>                 | Include smoothies, juices, wellness drinks, supplements, and any other beverages or consumables sold or provided by HSTL  |
| <b>Facilities</b>                  | include all gym areas, Pilates studios, communal wellness spaces, private wellness and recovery rooms, amenities, equipment, and any future facilities operated by HSTL |
| <b>High-Risk Recovery Services</b> | Services involving heat exposure, cold exposure, contrast therapy, hydrotherapy, sauna, ice bath, or cold plunge.   |
| <b>HSTL</b>                        | means HSTL Pty Ltd, including its owners, directors, employees, contractors, and agents   |
| <b>Services</b>                    | include all physical training, Pilates, wellness, recovery, education, events, and related activities provided at or through HSTL                                       |

### **2. MEMBERSHIP AGREEMENT**

- a) Membership commences once your application is accepted and payment details are confirmed.
- b) Memberships are personal and non-transferable.
- c) HSTL reserves the right to refuse, suspend, or terminate membership or access where these Terms are breached or, in the sole discretion of HSTL, the safety of other members or staff is compromised.

### **3. AGE RESTRICTIONS & MINORS**

- a) You must be 18 years or older to access HSTL Facilities unless otherwise approved by management.
- b) Any minor permitted to participate must have written consent from a parent or legal guardian. The parent or guardian accepts full responsibility for the minor's conduct, safety, and compliance with these Terms.

### **4. ACCESS & UNSUPERVISED USE**

- a) Facilities may be unsupervised at times.
- b) You acknowledge and accept the risks associated with using Facilities without supervision. HSTL does not monitor individual technique, exercise selection, or wellness usage.
- c) Access may be suspended due to unpaid fees, safety concerns, or misconduct.

### **5. FEES, PAYMENTS & DIRECT DEBIT**

- a) All fees are payable in advance.
- b) Payments are made via direct debit or approved payment provider. Failed payments may incur dishonour fees and suspension of access.
- c) Membership fees are non-refundable, except as required by Australian Consumer Law.

### **6. COOLING-OFF PERIOD**

- a) You may cancel your membership within 48 hours of joining for a refund, less any services already used and any reasonable administration costs.

## **7. MEMBERSHIP TERMS & CANCELLATION**

- a) Ongoing Memberships continue until cancelled and require 14 days' written notice.
- b) Fixed-Term Memberships have a minimum term. Early cancellation may require payment of remaining fees or a cancellation fee, whichever is less. Medical cancellations require supporting documentation.

## **8. BOOKINGS, CANCELLATIONS & NO-SHOWS**

- a) Pilates classes and wellness services must be booked in advance. 24 hours' notice is required to cancel or reschedule.
- b) Late cancellations incur a 50% fee. No-shows incur a 100% fee.
- c) Late arrivals may result in shortened sessions without refund.

## **9. MEMBERSHIP FREEZE**

- a) Freezes are available for approved reasons only. Minimum freeze period is 1 week.
- b) Maximum freeze per year is subject to approval. Access is suspended during freeze periods.

## **10. PERSONAL TRAINERS, INSTRUCTORS & CONTRACTORS**

- a) All Personal Trainers, Pilates instructors, therapists, and specialists operating at HSTL are independent contractors, not employees or agents of HSTL.
- b) HSTL is not responsible for advice, programming, instruction, or outcomes provided by contractors. Only HSTL-approved contractors may operate within the Facilities.
- c) Members may not bring third-party trainers or instructors onto the premises.
- d) Breach of this clause may result in immediate termination of membership without refund.

## **11. THIRD-PARTY SERVICES & PRODUCTS**

- a) From time to time, third-party providers may supply services, equipment, or products at or through HSTL.
- b) HSTL does not endorse, control, or accept responsibility for any third-party services, advice, products, or outcomes.

## **12. HEALTH DECLARATION**

- a) You confirm that you are medically fit to participate in physical activity and wellness services. You have disclosed all relevant injuries, conditions, or pregnancy, and will notify HSTL if any new conditions arise, including pregnancy.
- b) You understand certain Services may not be suitable for all individuals. You accept responsibility for obtaining medical clearance if required.
- c) HSTL may refuse service if participation poses a safety risk

### **Pregnancy & Medical Conditions**

- d) Certain Services—including Pilates, heat therapy, and cold therapy—may not be suitable during pregnancy or for individuals with specific health conditions. You are responsible for seeking medical advice before participating, and agree to notify HSTL of any condition affecting safe participation.

## **13. ASSUMPTION OF RISK**

- a) All use of the Facilities and Services involves inherent and unforeseeable risks including muscle strain, joint injury, falls, overexertion, dizziness, dehydration, fainting, skin reactions, blood pressure changes, or serious injury.
- b) You voluntarily assume all risks, whether known or unknown.

## **14. EQUIPMENT USE & INSTRUCTION**

- a) You are responsible for using equipment correctly and within your physical limits. HSTL does not provide continuous supervision or instruction.
- b) You acknowledge the importance of proper hydration before, during, and after physical activity and recovery services. You agree to monitor your own physical condition and cease activity if experiencing dizziness, nausea, or discomfort.
- c) You must follow any instructions provided and seek assistance if unsure how to use any equipment or service.

## **15. FOOD, BEVERAGE & SUPPLEMENT CONSUMPTION**

- a) You acknowledge that consumption of beverages, supplements, and nutritional products supplied by

HSTL may involve risks including allergic reactions, ingredient sensitivities, contamination risks, gastrointestinal discomfort, or adverse interactions with medications or pre-existing health conditions.

- b) You are responsible for checking ingredient information and seeking medical advice as needed.
- c) HSTL may use nuts, dairy, soy, gluten, or other common allergens in beverages. While reasonable steps are taken to reduce cross-contamination, HSTL does not guarantee allergen-free preparation
- d) To the maximum extent permitted by law, HSTL is not liable for adverse reactions or outcomes associated with consumption of any beverage or supplement

#### **16. HIGH-RISK RECOVERY SERVICES**

- a) Use of heat and cold-exposure services involves heightened risks including burns, heat stress, hyperthermia, hypothermia, dizziness, fainting, blood-pressure changes, cardiac events, and worsening of medical conditions.
- b) You acknowledge that these services may not be suitable if pregnant, using medications, or suffering from cardiovascular, respiratory, or neurological conditions.
- c) You agree to comply with:
  - all posted guidelines and instructions,
  - maximum exposure durations,
  - Required cooldown periods
  - Required pre-use and post-use procedures
  - Any staff instructions or signage
- d) You agree to cease use immediately if you feel unwell.
- e) HSTL may refuse access where use poses a safety risk.

#### **17. MEDICAL EMERGENCIES AND HEALTH INFORMATION**

- a) You acknowledge that while HSTL staff may be trained in basic first aid, not all areas are continuously monitored and emergency response times may vary.
- b) If a health emergency event occurs during staffed hours, you authorise HSTL staff to administer basic first aid and to contact emergency services if required.
- c) HSTL may collect health information for safety and operational purposes. All personal and health information is handled in accordance with the Privacy Act 1988 (Cth) and applicable privacy principles.
- d) You consent to the disclosure of relevant personal or medical information to emergency responders.

#### **18. WAIVER, RELEASE & INDEMNITY**

To the maximum extent permitted by law, you:

- a) release HSTL from liability for injury, illness, death, or property loss/damage arising from use of the Facilities or Services, including but not limited to:
  - Heat or cold exposure
  - Use of saunas, ice baths, cold plunge, or contrast therapy
  - Consumption/use of any Consumables
  - Exercise performed incorrectly or without direct supervision
  - Use of communal areas and wet areasand;
- b) agree to indemnify HSTL against claims arising from your actions, inaction, negligence, misuse of equipment, or breach of these Terms
- c) These indemnities apply to the full extent permitted under law, and except in the case of gross negligence, wilful misconduct, or fraud on the part of HSTL.
- d) Nothing in this clause excludes rights under Australian Consumer Law.

#### **19. CONDUCT & FACILITY RULES**

- a) All services provided by HSTL shall be provided with due care and skill.
- b) You must follow staff instructions and signage, use equipment safely, maintain hygiene and appropriate attire, and behave respectfully.
- c) You must use towels, maintain hygiene, wipe down surfaces, and follow posted etiquette requirements. You agree not to enter communal areas while intoxicated, ill, or contagious.
- d) HSTL may restrict access to any wellness area for safety or hygiene reasons
- e) HSTL may immediately suspend or terminate access for unsafe, abusive, or inappropriate behaviour. No refunds apply in the event of termination by HSTL.

**20. ALCOHOL & INTOXICATION**

- a) For safety reasons, you must not access the Facilities or Services while under the influence of alcohol, drugs, or substances that may impair judgment, coordination, or decision making.
- b) HSTL may refuse access or remove individuals who appear impaired.

**21. WET AREA RISK**

- a) You acknowledge that areas near saunas, cold plunges, bath/change rooms, and beverage service zones may be slippery.
- b) You must take reasonable care when moving through wet areas.
- c) HSTL is not liable for injuries caused by failure to exercise reasonable caution.

**22. PERSONAL PROPERTY**

- a) Lockers are provided for convenience only.
- b) HSTL accepts no responsibility for lost, stolen, or damaged personal belongings.

**23. CCTV & SURVEILLANCE**

- a) Facilities are monitored by CCTV for safety and security.
- b) Footage may be used for operational, legal, or compliance purposes in accordance with applicable laws.

**24. MEDIA & PROMOTIONAL USE**

- a) You consent to photography or video for promotional purposes unless you opt out in writing.

**25. TEMPORARY CLOSURE & FORCE MAJEURE**

- a) HSTL may temporarily close or restrict access due to maintenance, repairs, safety concerns, force majeure events, or circumstances beyond its reasonable control.
- b) No refunds are payable for such closures, though extensions may be offered at HSTL's discretion.

**26. AUSTRALIAN CONSUMER LAW**

- a) Nothing in these Terms excludes, restricts, or modifies any consumer guarantees, rights, or remedies under Australian Consumer Law or other applicable legislation which cannot be excluded by law.

**27. CHANGES TO TERMS**

- a) HSTL may amend these Terms at any time.
- b) Continued use of the Facilities constitutes acceptance of the updated Terms.

**28. ENTIRE AGREEMENT**

- a) These Terms constitute the entire agreement between you and HSTL and supersede all prior communications or representations, whether written or oral.

**29. SEVERABILITY**

- a) If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

**30. GOVERNING LAW**

- a) These Terms are governed by the laws of New South Wales, Australia.

**MEMBER ACKNOWLEDGEMENT**

I confirm that I have read, understood, and agree to these Terms, including the waiver, release, and indemnity.

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_