

## TERMS & CONDITIONS OF MEMBERSHIP

I, the undersigned, agree that my and/or my child's (jointly or separately, as the case may be, hereinafter referred to as "the Member") enrolment with Bouncing Bunnies (Pty) Ltd (hereinafter referred to as "Bouncing Bunnies ") is subject to all the terms and condition set out in the "APPLICATION FOR ENROLMENT" and this document labelled "TERMS AND CONDITIONS OF MEMBERSHIP". I further warrant that all the information I provided is correct and undertake to inform Bouncing Bunnies in writing of any change thereof.

I agree that:

1. I will at all times be responsible for payment of all fees charged by Bouncing Bunnies pursuant to this agreement and I further undertake to pay such fees when they become due.
2. Bouncing Bunnies reserves the right to change its fee structure at any time with one month's prior written notice.
3. Bouncing Bunnies shall at any time without prior notice be entitled to charge Value-added Tax in addition to its fees, should it become necessary.
4. All Fees are payable by EFT only into the following bank account, on or before the start date of every new term or month, as the case may be:  
**Bouncing Bunnies (Pty) Ltd, FNB, Branch code: 250655, Account no: 62547746993**  
(Please use the Member's name and surname as a reference, and email proof of payment to [accounts@bouncingbunnies.ioburg](mailto:accounts@bouncingbunnies.ioburg)).
5. Bouncing Bunnies reserves the right to accept only payments that have become available for transaction in its bank account and shall be entitled to refuse the participant attendance of lessons until such time as the money becomes available for transaction in its bank account
6. Late payments shall be subject to an administration fee of R350, calculated weekly in arrears and compounded weekly, for every week or part thereof which fees remain unpaid.
7. Bouncing Bunnies reserves the right suspend lessons and to refuse the participant attendance of lessons pending payment of all outstanding fees and interest, where applicable.
8. The Member agrees to pay all charges, including legal fees on an attorney and own client scale, which may arise in the event of legal and/or other action taken by Bouncing Bunnies (Pty) Ltd to recover any outstanding fees or payments due. This will include, but is not restricted to, tracing and collection commission, whether action is commenced or not.
9. I choose my address provided on the APPLICATION FOR ENROLMENT as the address where all notices in terms of this agreement or all legal documents and processes may be served on me. Telephonic or oral notices shall not be accepted, and no presumption of receipt shall apply if notices are sent by electronic mail. It remains my responsibility to notify Bouncing Bunnies in time of any changes in the address I provided.
10. **TERMINATING LESSONS:**
  - Monthly Option: Membership shall continue for an indefinite period subject to notice of termination. One calendar month's paid notice will be required to cancel membership. All notices must be in writing and must be either hand delivered or e-mailed to [info@bouncingbunnies.ioburg](mailto:info@bouncingbunnies.ioburg) or [ella@bouncingbunnies.ioburg](mailto:ella@bouncingbunnies.ioburg).
  - Term-option: Membership terminates automatically on the last day of a term. No refunds will be made in the event of early termination or early cessation of attendance of lessons before the end of the term. Attendance of lessons after a term has expired will not be allowed unless the Member enters and sign a new APPLICATION FOR ENROLMENT.

11. Bouncing Bunnies reserves the right to terminate this agreement at any time by one calendar month's written notice to the Member. Bouncing Bunnies further reserves the right to refuse any application for enrolment and acceptance of payment by Bouncing Bunnies shall not in any way be construed as Bouncing Bunnies having accepted the application or that membership has been granted.
12. Invoices will be emailed to the person responsible for the account. Fees are payable on or before the first day of every new term or month, as the case may be.
13. **MISSED LESSONS:** If a lesson is missed or cancelled Bouncing Bunnies is not obligated to do a make-up lesson and make-up lessons cannot be banked and used as credits. Bouncing Bunnies in its own discretion will however endeavour to accommodate the Member if a lesson has been missed, at a time that suits both the participant and Bouncing Bunnies (Pty) Ltd. Lessons missed due to a public holiday are not subject to make-up lessons. No refunds will be made for missed lessons, irrespective of the reason why the lesson was missed.
14. All Members must attend lessons in suitable clothing and **NO SHOES, FOOD OR DRINKS** will be allowed in the gym. Bouncing Bunnies reserves the right to refuse attendance of lessons where a Member is not, in the opinion of Bouncing Bunnies, suitably dressed.
15. Members may be held liable for any damage to the furniture, equipment and other facilities provided by Bouncing Bunnies if such damage was caused by the Member.
16. Members have to wait in the designated waiting area or outside until they are called into class. Siblings will not be allowed to participate in each other's lessons — they are to wait in the designated waiting area or outside.
17. Disruptive behaviour will not be tolerated; should disruptive behaviour persist Bouncing Bunnies reserves the right to terminate the lesson and request the Member to leave the class.
18. Minors shall always be under the supervision and control of their guardian.
19. I warrant that I am the legal guardian of or the person responsible for the care of the minor children reflected in the APPLICATION FOR ENROLMENT (herein after referred to as "the Minors").
20. All articles that are not the property of Bouncing Bunnies and that are brought onto, placed, stored or used on the premises are brought, placed, used or stored at the sole risk of the Member. Bouncing Bunnies shall not accept liability and cannot be held liable for damage or loss of such articles due to any reason whatsoever, howsoever or the misplacement of any such articles belonging to any Member or any other person.
21. ASSUMPTION OF RISK WAIVER AND RELEASE OF LIABILITY AND INDEMNITY

**I, in my personal capacity and in my capacity as the legal guardian of, or the person responsible for the care of the minor children reflected in the APPLICATION FOR ENROLMENT agree that this agreement is entered into between Bouncing Bunnies and myself/ourselves and that my membership, if granted, and the provision of the services offered by BOUNCING BUNNIES, my use of or presence on any premises used by Bouncing Bunnies (herein after referred to as "the Premises") as well as my use of the facilities and equipment provided by Bouncing Bunnies are contingent upon the terms and condition of this agreement.**

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**ASSUMPTION OF RISK: I agree that if I engage in any physical exercise or activity or enter the premises or use any facility or equipment on the premises for any purpose, I do so at my own risk and the risk of any Minor and assume the risk of any and all death and/or injury and/or damage and/or loss I or the Minors**

may suffer, whether while engaging in physical exercise or not, or whether such death, injury, loss or damage was caused by a human being or an animal. This includes, but is not limited to, death, loss, injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided to you by Bouncing Bunnies or otherwise, including injuries or damages arising out of the negligence of Bouncing Bunnies, whether active or passive, or any of Bouncing Bunnies's affiliates, employees, agents, representatives, successors, and assigns. My assumption of risk includes, but is not limited to, my or any Minor's use of any exercise or other equipment (mechanical or otherwise), sports fields, courts or other areas, locker rooms, sidewalks, parking lots, stairs, pools, whirlpools, saunas, steam rooms, lobby or other general areas and of any facilities or any equipment. I further assume the risk of my or any Minor's participation in any activity, class, program, instruction or event, including but not limited to, walking, jogging, running, aerobic activities, aquatic activities, tennis, basketball, volleyball, racquetball or any other sporting or recreational endeavour. I agree that the Minors and I are voluntarily participating in the aforementioned activities and assume all risk of death, injury, illness, damage or loss to us or our property that might result, including, again without limitation, any loss or theft of any personal property, whether arising out of the negligence of Bouncing Bunnies or otherwise.

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**RELEASE:** I agree on behalf of myself and the Minors to release and discharge Bouncing Bunnies (and Bouncing Bunnies's affiliates, related entities, directors, shareholders, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of Bouncing Bunnies or otherwise, whether active or passive, or any of Bouncing Bunnies's affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, death, injuries, loss or damage which may occur as a result of (a) our use of the premises, exercise equipment or facilities and use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while travelling to or from lessons, including death, injuries, loss or damage resulting from Bouncing Bunnies's or anyone else's negligent inspection or maintenance of the equipment, facility or premises.

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**INDEMNIFICATION:** By signing this agreement, I hereby agree to indemnify and hold harmless Bouncing Bunnies from any death, loss, liability, damage or cost Bouncing Bunnies may incur due to the provision of its services.

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**ACKNOWLEDGMENTS:** I am aware that this clause labelled ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND INDEMNITY will apply mutatis mutandis (i.e. with the necessary adjustment required by the context) in the event of me (or the designated person) being unavailable in the event of a medical emergency, as stated in my application for enrolment.

**I expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.**

**I am aware and agree that by signing this assumption of risk, waiver and release of liability and indemnity, I am giving up my and the Minor's right to bring a legal action or assert a claim against Bouncing Bunnies for any cause referred to above, including, without limitation, negligence and any defective equipment or facility provided or used by BOUNCING BUNNIES.**

**I have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.**

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**22. This Agreement constitutes the whole agreement between the Member and Bouncing Bunny relating to the subject matter hereof. No variation or consensual cancellation or extension of time or relaxation or waiver of any of the provisions or terms of this Agreement shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised representatives.**

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SIGNATURE OF PARENT/LEGAL GUARDIAN

\_\_\_\_\_

DATE