

**Terms and Conditions:**

The recipient of this agreement agrees to apply for membership entry to the Narembeen Community Gym, owned and operated by the Shire of Narembeen, located at Mason's Place, 29 Stanley Street, Narembeen, Western Australia. In consideration of the Shire of Narembeen and accepting the membership entry, I agree to the following terms and conditions:

1. All users must have obtained a swipe card to enter the gym. This card will be programmed into the system for your personal use only. Distribution of the card to family members, friends or other people will result in the cancellation of your card and gym membership. If your card is lost or stolen, please notify the Narembeen Community Resource Centre immediately and the card will be cancelled and a replacement card will be re-issued for a new card bond.
2. The Narembeen Community Gym building and equipment are for members only. Allowing non-members access into the facility will not be tolerated and will result in cancellation of your membership.
3. Please bring a towel to the gym, to be used on equipment during use. Please ensure all used equipment is wiped down clean with wipes provided afterwards.
4. Please ensure the utmost care is taken in the Gym and with the equipment provided. Please report any defective or damaged equipment immediately to the Narembeen Community Resource Centre.
5. Please ensure that the Gym is always kept tidy and that the Gym and equipment is left as you found it. Please: always have the front door closed, turn off lights when your session is finished, turn off cardio equipment at the wall, turn off air conditioners and fans or ask another member to turn off when they are no longer needed, always re-rack weights from barbells once used and always tidy away equipment used.
6. The Shire of Narembeen has supplied this Gym for community use and hopes the community will support the venture. The venue will be supervised limited hours, it is expected that during those times that the gym is unsupervised that that users will look after the venue. On exiting the Gym, please ensure the door is locked. Remember, you enter at your own risk.
7. It is advised that you have the correct attire whilst exercising e.g. comfortable clothing, suitable footwear, towel, and water bottle. Members will have to bring their own water bottle, which can be filled up in the bathroom if needed/to stay hydrated. No bare feet or thongs allowed.
8. No person under the age of 16 shall be permitted into the Narembeen Gym. Any individual between the ages of 16 and 18 applying for a membership must have a parent or legal guardian sign for consent and approval of the membership, acknowledging their responsibility for the minors' actions and adherence to gym rules and regulations. The parent / guardian also acknowledges upon signing that the minor enters at their own risk.
9. Members may terminate the agreement by ringing or writing to the Narembeen Community Resource Centre. Should the membership agreement be terminated by the Shire of Narembeen, the member will receive written notification.
10. The Shire is under no obligation to refund the membership fees if the member changes their mind. In the event of exceptional circumstances, consideration may be given for a refund (pro rata) on written request.

Privacy:

The Shire of Narembeen is legally bound by the National Privacy Principles set out in the Privacy Act 1988, as amended. We are committed to respecting the privacy of individuals through ensuring the security of personal information. The Shire of Narembeen will collect personal information from you to provide you with a fitness program. To fulfil our obligations under the Privacy Act, the necessary security measures have been implemented to minimise the risk of unauthorised access to, or loss of personal information. While providing service to you, we may use the information for the purpose of rendering services to you, such as introducing new products or services to you.

The Privacy Act is not intended to interfere with legal obligations to disclose information for law enforcement and regulatory purposes. Accordingly, we will co-operate with all law enforcement bodies in providing information when required. In each of the above situations, only information that is necessary for each situation would be disclosed. You can request to see your personal information maintained at our office by making a written request to the Shire of Narembeen. We would welcome any changes to your details so as to keep our records up to date. The Shire of Narembeen recognises that the law allows you to elect not to provide your personal information. However, please note that by not providing personal information, we may not be able to offer our services to you.

Disclaimer:

The Shire of Narembeen provides the gym premises and the gym equipment for the sole use of Narembeen Community Gym members only. The Gym operates 24 hours a day, 7 days a week and is unmanned. It is the responsibility of every user to ensure that they are familiar with the Terms and Conditions and are responsible for their own safety. To the extent permitted by law, the Shire of Narembeen disclaims all liability to the user for loss, injury or damage, arising out of, or related to, the use of gym equipment and premises in a way contrary to, conflicting with, or incompatible with, its intended purpose, howsoever arising. The Shire warrants the condition of the equipment as being fit for its intended purpose and of merchantable quality.

Gym users must use the equipment in accordance with the Terms and Conditions as displayed in the gym and must not use the gym premises or the equipment for any illegal purposes, modify, or permit and modification of, the equipment in any way. Should there be breakdown or failure of the exercise equipment, the user should inform the Community Resource Centre as soon as possible. Users will comply with the Narembeen Community Gym Terms and Conditions and will follow the directions given by the Shire staff at all times. Users are aware and acknowledge that the activities undertaken at the Narembeen Community Gym involve possible health and safety risks. It is the responsibility of the user to ensure their own safety at the Narembeen Community Gym, undertake physical activities within their fitness capacity, keep appropriate medical advice from a medical practitioner when necessary and inform the Narembeen community Gym of any relevant medical or health problems that are current or likely to suffer from participating in physical exercise. Users consent to receive medical treatment, which may be deemed necessary in the event of injury, accident or illness related to the use of the gym. Users acknowledge that any current medical condition have honestly and accurately been disclosed and acknowledge that the Narembeen Community Gym relies upon medical information provided. Users give permission for the Shire of Narembeen staff to arrange for medical attention or treatment to the best of their judgement, in an emergency and to notify the person nominated as the Emergency Contact should an emergency situation occur. Users acknowledge that they have read and understood the Narembeen Community Gym Terms and Conditions and that non-compliance with this policy may result in suspension or forfeiture of any permission to utilise the gym.