



# SHIRE OF WYNDHAM EAST KIMBERLEY

## Leisure Centre User Agreement

Surname	
First Name	
Date of Birth	
Post Address	
Phone Number	
Email	
Emergency Contact	
Emergency Contact Phone	
Are you a corporate member? (please circle)	Yes No

Is there any other relevant information that we should be aware of?

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### Medical history

Please state any medical conditions we should be aware of asthma, anaphylaxis, diabetes etc.

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## Leisure Centre Regulations

**Bring your membership card.** Members are required to present their membership card when signing in at the Reception desk each time they visit the gym. People using the gym with an expired membership will be charged a casual usage fee.

**Sign in.** All members are to use scan cards to sign in at reception. Extended gym access members are able to access through the alternative door at the front of the building. A different access card is used for these doors.

**Bring a towel.** You are required to bring a sweat towel. Our policy is no towel no workout and please wipe down the equipment after every use.

**No children** under the age of 12 years are allowed in the gym or fitness classes. Children aged 12 – 16 years are to always be supervised by an adult at all times while in the Gym and Fitness classes.

**Footwear:** Enclosed shoes are to be worn at all times, clean footwear is also required.

**Looking after the gym:** Equipment must be put away after use. This means anything used weights, mats barbells etc.

**Pool Members.** Everyday Swimming Pool rules must be adhered to. Children 5 and under must be in arms reach of supervising adult. Children under 12 must be supervised by adult at all times. Supervising adults are from 16years and older.

**Membership suspension** is only permitted either with 1) a medical certificate or 2) out of town holidays for a period of no less than 7 days. Please see reception to suspend your membership before you leave.

**Cooling Off Period.** All membership agreements are subject to a 48-hour cooling off period. During this period, members can cancel their membership and receive a 100% refund.

**No Refunds** under any circumstances after the cooling off period expires. Management reserves to right to suspend membership at any time.

**Gold Membership.** Gold Members are entitled to use the Kununurra Tennis Courts for day use only, all non- members must pay as per fees and charges. A key deposit is required and bookings are essential. Any non-compliance must result in termination of membership.

### Memberships are non-transferable.

#### Extended hours access

- This is available for members with Gold or Gym memberships that are 1 month or more. Access is available to the gym from 3am – 11pm 7 days a week (including public holidays).
- Non-members are not allowed access in un-staffed time periods
- Members are not permitted to let others into the gym
- All members must scan on entry to the gym
- Weights must be put away in correct areas
- Closures for the extended access will be advertised

## Kununurra Leisure Centre Code of Conduct

The Kununurra Leisure Centre (KLC) is a multi-use recreation facility owned by the Shire of Wyndham East Kimberley (SWEK). KLC provides a variety of services, programs, and events that are conducted to benefit all members, guest of KLC and the local community.

In addition, the following Code of Conduct sets forth expectations for all members and guests who use the facility for any purpose.

### Participants and visitors must adhere to the following:

1. Act with courtesy and professionalism at all times.
2. Comply with requests and direction from KLC staff, instructors, and facilitators who are acting in the performance of their duties
3. Comply with any rules and guidance set forth for the particular program, event or class.
4. Wear proper fitness attire; shirts and shoes are required at all times on the dry side of the centre (unless specified by KLC Management).

### Participants and visitors must refrain from:

1. Aggressive behaviour in any form, including physical abuse, verbal abuse, threats, intimidation, harassment.
2. Rude or argumentative behaviour towards staff, instructors or any other participants or visitors of KLC
3. Disrupting or obstructing any program, event or class.
4. Obscene or indecent conduct or expression, including profanity, or offensive remarks.
5. Any action, which constitutes an attempt to inflict, or the actual infliction of, or injury to other participants and/or staff.
6. Wilful damage or destruction to SWEK facilities or property.
7. Forgery or sharing membership cards for access to the facility or access to programs, services or classes.
8. Unauthorized entry to areas such as - staff offices or staff workspaces, gender opposite toilets, maintenance equipment or storage rooms.
9. Unauthorized use of facility computers or unauthorized adjusting of audio-visual equipment.
10. Photography and videotaping of participants or visitors without prior approval of participants being photographed or taped and without prior approval from an authorized staff member.
11. Unauthorized commercial activity – no person is allowed to post, advertise, instruct in private lessons or solicit individuals in the facility for personal services or for personal businesses that is not directly affiliated and approved through KLC management.

All participants and visitors are required to report any violation of this Code of Conduct to any KLC staff member immediately.

## Enforcement

All staff of KLC whose authority shall prevail in the immediate situation will enforce the above Code of Conduct.

If a violation occurs, the following actions may be taken for violations of the Code of Conduct:

Violations of the code that do not constitute an immediate and apparent threat to the safety of others or their property will result in all or some of the following actions, including, but not limited to.

- Verbal warning
- A suspension of certain and/or all privileges for a specified period of time
- A permanent suspension

Violations of the code that are deemed to constitute an immediate or implied threat to the safety of others, or their property and/or the safety of the facility or facility property may result in the following actions, including, but not limited to:

- A one to six-month suspension
- A six to twelve-month suspension
- A permanent suspension

KLC management ultimately determine the outcome for failure to comply with the Code of Conduct. No refunds will be given for loss of privileges due to a final determination that a violation of the Code of Conduct occurred.

By signing this, you agree to the above and will abide by them at all times.

**Release from liability/indemnity:** I hereby declare that the above particulars are true and correct. I acknowledge and agree that during all times as I am on the premises of the Leisure Centre or it's surrounds that both my property and my person shall be at my own risk in every aspect and hereby disclaim and release the Kununurra Leisure Centre and every occupier, and from all liability of any kind which may arise in respect to accidents or damage to the property or injury to any person on the Centre's premises or surrounds. If in any case I require an ambulance, I authorise for the staff at the Leisure Centre to call one and I will pay for any costs that are incurred.

I warrant that I am in a good state of health, fitness and physical condition and that there is no medical reason what so ever that could be regarded as a restriction or impediment to my application for membership. In the event that any infant or minor person under my control shall accompany me to the Kununurra Leisure Centre or it's surrounds and that person suffers any personal injury or loss of property, that I shall indemnify the Kununurra Leisure Centre against all and any claims, demands and actions made by or on behalf of the said infant/minor person in respect to any injury or loss

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Signature

Date / /