



THE · POINT
DONCASTER HILL

GYMNASIUM TERMS & CONDITIONS OF USE

Name: Email:.....

Apartment No: Mobile:.....

Please tick one of the following:

Owner occupier:

Relative of owner:

Tenant:

Proof of residency must be provided:
Owners must provide a copy of the Notice of Acquisition
Relatives of an owner must provide a Stat Dec from the owner
Tenants must provide a copy of their Lease

Usage of The Point Gymnasium ("the Facility") is governed by the following Terms & Conditions:

"SHARING" OF GYM PASSES IS STRICTLY PROHIBITED. ONLY PERSONS WHO HAVE SIGNED THIS FORM ARE PERMITTED TO USE A GYM ACCESS PASS.

ADMINISTRATION

- Operating hours are 6.00AM to 10.00PM daily.
- All residents must agree to and sign this terms & conditions form prior to using the Facility.
- Guests must be accompanied by a resident at all times (a limit of 2 guests applies)
- Children under 16 years must be under adult supervision at all times.
- To ensure a comfortable atmosphere for everyone, please be courteous and respectful of others.
- During peak hours (or while others are waiting) limit your time on the treadmill, cycle, cross trainer, rower etc to 20-30 minutes.
- Please pick up all towels, water bottles etc.
- Please return all weights to weight trees after use.
- Wipe down each piece of equipment for the next user.
- Proper attire and footwear must be worn (no thongs or sandals).
- No food or beverages (except water).

ACCESS PASSES:

- Residents must bring their access pass to each visit to the Facility.
- Residents must register their attendance by swiping their access pass upon entry to the Facility.
- Residents can obtain a replacement card if original access pass is lost or stolen. All lost or stolen access passes will incur a \$55 administration fee.

ACKNOWLEDGEMENT OF RISKS, INJURY & OBLIGATIONS

- I acknowledge that the activity I am to undertake whilst using the Facility is a dangerous activity and that by participating in it I am exposed to certain risks.
- I acknowledge and understand that whilst participating in such activity:
 - I may be injured, physically or mentally, or may die;
 - My personal property may be lost or damaged;
 - Other persons participating in such activity may cause me injury or may damage my property;
 - I may cause injury to other persons or damage their property;
 - The conditions in which the activity is conducted may vary without warning;
 - I may be injured, die or suffer damage to my property as a result of breaching this contract; and
 - I assume the risk of and responsibility for any injury, death or property damage resulting from my participation in the activity.

RELEASE AND INDEMNITY

- I participate in any activity at the Facility at my sole risk and responsibility.
- I release, indemnify and hold harmless Owners Corporation PS600696N, ReKon Real Estate Pty Ltd (the Owners Corporation Manager) and the servants, agents and related companies thereof from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever.

PRIVACY

Personal information collected from you will be used to administer your usage of the Facility, to provide you with any information in relation to the Facility and other Owners Corporation related matters by ReKon Real Estate Pty Ltd (ACN 161 840 348) and to provide you with related products and services.

You consent to be contacted and receive communications by telephone, mail, email or sms. To do these things, we may disclose your personal information to our agents, contractors or third party service providers to whom we may outsource services.

If you do not provide us with your personal information we may not be able to process your request to provide you with information or contact you. We may also use your personal information to tell you about other products and services offered by us or other related companies, and in order to do that we may disclose your information to other member companies in the Group, or to their Service Providers and you consent to us doing so.

In most cases you can gain access to the personal information that we hold about you. We aim to ensure that the personal information we retain about you is accurate, complete and up-to-date. To assist us with this, please contact us if any of the details you have provided change. If you have concerns about the completeness or accuracy of the information we have about you, we will take steps to correct it. For any privacy-related queries or to access your information please contact the Manager at ReKon Real Estate Pty Ltd on +613 9687 9500 or manager@re-kon.com.au

I acknowledge that I have read and agree to comply with the terms and conditions above and as amended and notified to me in writing from time to time. I further acknowledge that I am responsible for ensuring that any guest or minor attending the Facility under my supervision also complies with these terms and conditions of use.

Signed:

Dated:/...../.....