

EAGLE TUMBLING CLUB RULES

1 Introduction

- 1.1 The Eagle Tumbling Club (“ETC”, “Club”) is committed to providing gymnastics and tumbling facilities and lessons of an exceptional standard. In order to ensure this, ETC members and guests are required to abide by the rules set out herein for their own security, safety, overall health.
- 1.2 The rules set out herein are specifically incorporated in our enrolment forms and are applicable to all persons upon entry into ETC’s premises.
- 1.3 These rules cover:
 - 1.3.1 the Club;
 - 1.3.2 offerings (including, but not limited to, any online or social media platforms); and
 - 1.3.3 equipment and other facilities.

2 Application of Rules

- 2.1 The rules are applicable to all members, guests, visitors and staff and these persons must abide by the rules as set out herein.
- 2.2 All members, guests, visitors and staff are required to report any breach of the rules to another staff member, who will handle the matter from there.

3 Sticking to the rules

- 3.1 Should a member, guest, visitor or staff member not comply with the rules or are under investigation for non-compliance with the rules, ETC may, depending on the circumstances:
 - 3.1.1 temporarily suspend your Contract;
 - 3.1.2 ask you to leave the Club;
 - 3.1.3 deny you Club access; or
 - 3.1.4 cancel your membership.

4 Changes to the Rules

- 4.1 ETC reserves the right to, without notice, change these rules, and such changes will be immediately effective. Any changes to the Rules will be made available via our website <http://www.eagletumbling.co.za/> or upon request.

5 Health and Safety Rules

- 5.1 All members (including their dependents) must either complete or read and carefully consider the medical risk questionnaire before using our club facilities.
- 5.2 You are required to sign a consent and indemnity, which simply states that you’re aware of, and take responsibility for any applicable risks to your health (or your dependant’s

health) when entering the club's premises and making use of the club's facilities, that you accept and mandate the Club staff to act on your behalf in the event of an emergency and indemnify the Club against all damages in relation thereto amongst others. Failing signature of the consent and indemnity, ETC may, in its sole discretion, terminate your or your dependent's membership to the Club.

- 5.3 All persons are required read the warnings and abide by the guidelines displayed in our club or otherwise made available from time to time.
- 5.4 While ETC allows drinks in water/sports bottles, ETC does not allow food or other drinks on the training floors.
- 5.5 No bags are allowed on the training floors.
- 5.6 If any person experiences acute pain, dizziness, a sudden headache or chest pain, such person must stop exercising immediately and inform one of the ETC staff members. All persons are further required to inform ETC of any changes to their medical and health conditions.

6 General use

- 6.1 ETC facilities are for the use of our members and guests only.
- 6.2 Pets (other than guide dogs, for which you will be solely responsible for) aren't allowed inside our Club.
- 6.3 Firearms, ammunition or any other type of weaponry isn't permitted anywhere on the Club premises unless the weapon is in the possession of an on-duty member of the national police force who is in the Club in his/her official capacity on police business or protecting an official person/government minister. Any police officers/security officials who are utilising any Club, facility or equipment in the Club as a member, may not bring a weapon into the Club.
- 6.4 Smoking, including e-cigarettes, isn't permitted anywhere on the Club premises.
- 6.5 Photography & Video
 - 6.5.1 You consent to the Club taking photos or videos of you or your children and the Club using such photos or videos for any reasonable and lawful purposes including use on the Club's social media platforms or the Club's marketing;
 - 6.5.2 You cannot take photographs or video recordings in the changing rooms or toilets;
 - 6.5.3 You must not take photos or video footage of any children under 18 other than your own.
 - 6.5.4 You cannot take photos or video footage of any of our CCTV equipment or footage.
 - 6.5.5 All persons must respect the privacy and the rights of others when taking photos or video footage of themselves within a permitted area of the club, **and do not take photos or videos of other members without their express and prior permission (i.e. please be mindful of how people may inadvertently appear in the background of your selfie)**. You will be requested to delete them if a complaint is raised, and if you refuse, we may suspend or terminate your (or your dependent's) membership.

- 6.5.6 If ETC believes that a person has taken a photo or video footage in a restricted area, or ETC has any other concerns with a person taking a photo or video footage elsewhere in the Club (to be determined in ETC's sole and absolute discretion), ETC may ask such person to show it the images or video taken and/or ask such person to delete such images or videos, and if such person refuses, ETC may suspend or terminate your or your dependent's membership, report such person to the relevant authorities and/or remove such person from the Club's premises.
 - 6.5.7 From time to time ETC may make use of its premises for photo shoots, to film videos and for other promotional purposes. If you're in or your dependents are in the Club during this time and your or your dependent's image is taken, you consent to ETC using it in ETC's branding and marketing material.
 - 6.5.8 Unless prior written approval has been obtained from ETC, no professional photography or video, photo shoots, media related photography or video, is permitted inside the Club.
- 6.6 You may not use, distribute or bring alcohol or drugs into/in the Club.
 - 6.7 Under no circumstances are you allowed to sell and/or market any product or service to other members in our Clubs or on any of ETC's social media or online platforms.
 - 6.8 The use of ETC's various names, marks or logos for promotional, marketing, advertising or any other activity is prohibited.

7 Payment of Fees

- 7.1 All membership/monthly fees are payable monthly in advance on or before the 7th day of each month.
- 7.2 Termination of membership must be done in writing, one calendar month in advance, failing which the monthly fee for the following month will be payable.
- 7.3 Should payment not be received within 90 days, of any amounts becoming due, ETC may terminate or suspend your membership and hand over our account to ETC's attorneys to recover unpaid fees. Should ETC hand over your account to its attorneys you acknowledge and agree to be held liable for ETC's legal costs on an attorney and client scale.

8 Access

- 8.1 If your membership/monthly fees aren't up to date, if ETC has terminated/suspended your membership or if you have frozen your membership, you won't be allowed inside the Club.
- 8.2 All parents of children taking part in classes are required to sit in the upstairs area of the Club and are not permitted on the training floor, save for in the even of an emergency.

9 Guests

- 9.1 At our discretion, you may bring guests to with you.

- 9.2 All guests must abide by these rules.
- 9.3 You must accompany your guests at all times and are responsible for their behaviour which, if inappropriate, could result in termination/suspension of your membership.

10 Illegal substances

- 10.1 ETC takes a zero-tolerance approach towards the use, sale, possession or endorsement of any form of illegal and/or performance enhancing drugs (including steroids or any other banned substances) on Club premises, in the parking area or on any of our online and social media platforms.
- 10.2 Any infringement of this rule gives ETC the right to cancel or suspend your membership at ETC's sole discretion and with immediate effect.

11 Behaviour (inside or outside the Club or online)

- 11.1 You may not enter the Club or use the facilities while under the influence of alcohol, illegal and/or performance-enhancing drugs or supplements (including steroids) or if ETC believe your faculties to be impaired in any way which could cause harm or damage to yourself, other members, visitors, members of staff or the facilities ETC provides.
- 11.2 The following forms of verbal/other expressions are not allowed (and where applicable, the further publication by you, even if not originally authored by you, is strictly prohibited):
 - 11.2.1 An expression that amounts to: (a) propaganda for war; (b) incitement of violence; (c) advocacy of hatred that is based on race, ethnicity, gender, sexual orientation or religion.
 - 11.2.2 An expression which is or can reasonably be understood to demonstrate a clear intention to be hurtful, degrading or inflammatory.
 - 11.2.3 An expression which could reasonably be understood to be a clear intention to unfairly discriminate against any person on grounds of race, gender, pregnancy, marital status, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture, language and birth.
 - 11.2.4 An expression which could reasonably be understood to be a clear intention to advance or suggest the inferiority of a group based on race, gender, pregnancy, marital status, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture, language and birth.
 - 11.2.5 An expression which could reasonably be understood to impair or is likely to impair the dignity of others.
- 11.3 Do not make any statements or commit any acts of intimidation or threats, or use menacing behaviour towards other members, guests, visitors or members of staff or the public, or conduct yourself in a way which can reasonably be expected to result in disruption to the Club and its operations.
- 11.4 Do not verbally, physically or sexually abuse, harass or use violent behaviour towards, other members, guests, visitors or members of staff or the public.
- 11.5 Do not commit (nor publicise electronically or otherwise) any act of a sexual nature.

- 11.6 If you, your guest or dependants cause any damage or harm, you will be held liable for such damage and/or harm.
- 11.7 Do not bring the ETC name, brand or reputation into disrepute.
- 11.8 All persons entering the Club premises are required to conduct themselves in a manner that does not detract from any other person's enjoyment of the ETC facilities.
- 11.9 No obscene, rude, vulgar, or profane language, statements, images or gestures are allowed (including on clothing).
- 11.10 The manager on duty is responsible for monitoring the behaviour of members or guests and if, in his/her opinion, the behaviour is found to be non-compliant with these rules, it may result in: (a) the member or guest being asked to leave the Club, alternatively being removed from the Club; (b) in extreme circumstances, the cancellation or suspension of your or your dependent's ETC membership.

12 Dress Code

- 12.1 Suitable and appropriate clothing and footwear must be worn on the Club premises at all times.

13 Parking

- 13.1 Parking is only for members and guests while using our Club facilities. Where applicable, you are liable for any parking fees that may be due.
- 13.2 You are required to park in designated parking bays (if any) and **do not** use the disabled parking bays if you're not entitled to do so.
- 13.3 If your car isn't parked properly, it may be clamped and a fee charged for its release.
- 13.4 Do not leave valuables visible inside your vehicle. The club will not be held liable for the loss, damage or theft of any personal belongings.
- 13.5 All vehicles are parked and driven at your own risk. We do not accept responsibility for any loss, theft and/or damage to vehicles and/or valuables left in vehicles or any other mode of transport of members and their guests while on Club premises, including any parking area designated for use by members/guests.

14 Personal Belongings

- 14.1 ETC does not accept responsibility for any loss or theft of money or loss or damage to personal property belonging to members and their guests, whether locked in a locker or otherwise.
- 14.2 Do not leave your belongings unattended in the change-rooms/locker rooms or anywhere else in the Club, at any time, and immediately report any lost items to a staff member.
- 14.3 Any belongings left unattended will be available at lost property at the Club for 14 days, after which they'll be donated to charity.

15 Equipment and the training floor

- 15.1 All persons entering the Club premises or making use of the Club facilities must use the equipment for its intended purpose. Always follow the instructions provided and ask for help if you need it.
- 15.2 All persons are required to inspect equipment before use and must not use the equipment if there's an 'out of order' sign or other similar sign on it, or if it appears unsafe, damaged, inoperable, appears to have missing components, is worn and/or damaged. Please report damaged equipment to a staff member.
- 15.3 All persons must use all available safety devices on the equipment.
- 15.4 No persons may use equipment in any manner other than as prescribed or in the normal course of use of equipment of that type.
- 15.5 Handle all equipment with care and please replace after use, if applicable.

16 All group exercise classes

- 16.1 While members may use the facilities and equipment, all classes led by our staff or fitness instructors always take priority, and these facilities or equipment may be temporarily unavailable for use whilst these classes are in progress.
- 16.2 If you are not participating in a class, please do not disturb the class (either by entering or in any other way).

17 Safety

- 17.1 No persons may interfere with fire doors or tamper with any safety devices.
- 17.2 All persons must follow the health and safety notices displayed throughout the Club.
- 17.3 All persons are required to take note of the emergency procedures and if there is an emergency, follow the staff's instructions at all times.
- 17.4 When using staircases, hold the handrails and proceed with caution.
- 17.5 As ongoing cleaning and maintenance will be taking place, related tools and equipment may be hazardous and some floor surfaces may be wet and slippery. Proceed with caution in these areas.
- 17.6 Please report all injuries/incidents and/or any hazards that you spot to a staff member.

18 General

- 18.1 ETC reserves absolute discretion when approving enrolment applications.
- 18.2 Complaints should be made directly to the Club Manager.
- 18.3 ETC's right of admission remains reserved at all times.

MEDICAL QUESTIONNAIRE

Does your child now have or has your child recently experienced:

- Chronic, recurrent or morning cough?
- Episode of coughing up blood?
- Migraine or recurrent headaches?
- Foot problems?
- Back problems?
- Heart attack if so, how many years ago? _____
- Rheumatic Fever murmur
- Arthritis of legs or arms
- Diabetes or abnormal blood-sugar tests
- Dizziness or fainting spells
- Epilepsy or seizures
- Stroke
- Anemia
- Pneumonia
- Bronchitis
- Asthma
- Abnormal chest X-ray
- Other lung disease
- Injuries to back, arms, legs or joint
- Broken bones
- Allergies? Please specify: _____
- Other? Please specify: _____