




SIMBITHI COUNTRY CLUB GYM APPLICATION FORM

I hereby wish to have access to the Simbithi Country Club Gymnasium

OWNER NAME _____

ADDRESS: _____

SCC REG NO.

ADDITIONAL FAMILY MEMBERS REQUIRING GYM ACCESS:					
NAME	**SURNAME**	**ID NO.**	**AGE**	**CELL NO.**	**RESIDENT**

SCC GYMNASIUM MEMBERS' CODE OF CONDUCT AND RULES:

I hereby acknowledge that I have read and understood the below Members' code of conduct and agree to abide thereto:

Simbithi Code

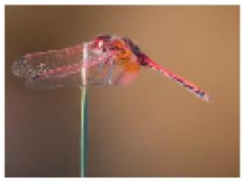
1. Common courtesy and respect of other members is not only encouraged, it is expected.
2. Abusive language and aggressive behaviour will NOT be tolerated.
3. The use of alcohol or illegal substances in the Gymnasium is strictly forbidden.

Operating Hours

The Gymnasium is open between 5.30am to 9pm; 7 days a week. Please ensure you are ready to leave by 9pm, so that Security can lock the doors and secure the facility.

Use

1. As a prerequisite to gym membership, all members must be members of Simbithi Country Club.
2. The right to admission is reserved.
3. The SCC Gymnasium management reserve the right to add, amend and change rules.
4. The use of this facility is restricted to registered members, who are existing Country Club members and have signed the membership form and waiver. Non-members will not be permitted access.
5. For safety and liability reasons, children under the age of 18 will only be permitted into the gym under the supervision of their parents.
6. No spectators are allowed in the Gymnasium environment.
7. No kit bags are allowed on the functional floor.
8. Members are requested to be mindful of other members when using technical devices, including cell phones in the Gymnasium.
9. Safe and appropriate sportswear, including footwear, must be worn at all times.
10. Strictly no glass bottles or cans allowed in the Gymnasium.
11. No food is to be consumed in the Gymnasium.
12. When you are finished using mobile equipment, kindly put it back in its place.
13. Do not disable a piece of equipment by removing a piece from it for other exercises.
    If there is a specific need for a piece of equipment or if you have a suggestion, kindly request same from the Sport Manager.
14. Please report any equipment faults to the Sport Manager.
15. The use of all cardio equipment, including exercise bikes, is limited to a maximum of 30
    minutes at all times to ensure fair usage by all members.
16. Kindly be mindful of other members waiting to use gym equipment.
17. Reserving equipment in advance or before changing will not be recognised.
18. Unattended equipment will be considered available for all members who are present, and they will have priority.
19. Please respect the equipment and wipe off after use.
20. Please deposit litter in the bins provided.
21. Personal Trainers are to be admitted and endorsed by management.
22. **Members and/or members guests of the gym shall be liable for any damage they may cause to the gym or its equipment**
23. Authorised Personal Trainers shall monitor compliance of the rules of the gym.
24. Personal trainers will have reasonable preference over equipment and space




25. **All Gym members are bound to the Simbithi Country Club Rule and Simbithi Country Club Constitution.**
26. Minor members under the age of 18 years old must undergo a physical induction with the Clubs nominated trainer at a nominal cost.

Consequence of Non-Compliance

Failure to abide by this Code of Conduct may result in a penalty, suspension or expulsion from the gym for the remainder of the year without refund.

Acknowledgement

I hereby give consent to Simbithi Eco-Estate, Simbithi Country Club and Commercial Zone Management Association security personnel to randomly search me as a condition of entry to and exit from the premises. Such rights shall extend to both persons and property including, but not limited to, handbags, luggage, vehicles, and the like.
I will not abuse my biometric access in anyway.
I will use my biometric access when entering through the security gates as a driver or pedestrian.
I acknowledge that failure to adhere to the abovementioned conditions constitutes a breach of the Estate security protocol.
I hereby give consent for my employer to request my security access records from the Security Department.
Disclaimer
The Association shall not be liable for any injury to any person, damage to or loss of any property, to whomsoever it may belong, occurring or suffered, upon the Estate regardless of the cause thereof; nor shall the Association be responsible for any theft
of property occurring within the Estate. Members shall not, under any circumstances, have any claim or right of action whatsoever against the Association for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.

CONSENT FOR FACIAL IDENTITY VERIFICATION

I hereby consent to the collection, processing, and use of my facial image (biometric information) for the purpose of:

- Identity verification
- Secure access control to the Estate
- This facial image will be used solely to enable biometric access control at the relevant security access locations.

Voluntary Consent

I confirm that:

- I have read and understood this consent notice;
- My consent is given voluntarily, specifically, and informedly;
- I am aware that refusal to provide biometric consent may limit or prevent access to biometric controlled areas.

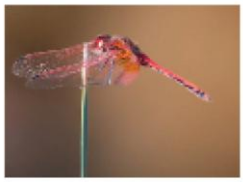
I consent to the collection, processing, and verification of my facial biometric data for security access control and Department of Home Affairs identity verification, in accordance with Protection of Personal Information Act (POPIA).

CONSENT IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 ("POPI")

I acknowledge that Simbithi Eco-Estate, Simbithi Country Club and Commercial Zone Management Association and their governing bodies and management from time to time (collectively, "Users") will collect my personal information and that of my family, including but not limited to name(s), identity number(s) or passport number(s), birth date(s), age(s), gender, race, nationality, title, language preferences, photograph(s), email address(es), physical address(es), postal address(es), telephone number(s), geographic location(s), employment information, vehicle registration number(s), vehicle licence(s), drivers licence(s), correspondence which is private or confidential, biometric information (including, if applicable fingerprints and/or retinal scanning), billing information and bank statements, the other categories of personal information included in the definition of "personal Information" in POPI and such other information as is reasonably required by us to engage with you and/or provide services to you or otherwise voluntary disclosed by you to us.

I acknowledge that the users will use the personal information for, inter alia, the following purposes: to verify my identity; to enable me to enter Simbithi Eco-Estate, Simbithi Country Club and Commercial Zone Management Association (together, the Estate) and their facilities; to provide services to me; to undertake adequate security and monitoring measures; to comply with our legal and contractual obligations, including those recorded in our relevant governance documents and rules; to contact me with information relevant to me as a resident of the Estate; to keep me informed about our activities and updates; to respond to any queries and requests; to manage and resolve any commercial or legal complaints or issues; to carry out planning and forecasting activities; otherwise for our legitimate interests or those of a third party, together, the "Described Uses".

I consent to the users processing the personal information, including but not limited to collecting, recording, organising, disseminating and making the personal information available, for the described uses.




I consent to the users collecting the personal information directly from me, and from any other duly authorised source.

I consent to the users disclosing the personal information (depending on the circumstances) to the following categories of persons: auditors, legal and other professional advisers or third parties who help the users deliver their services; information technology and other service providers who help the users run the Estate or otherwise manage or store the personal information; government and law enforcement authorities; financial institutions; other third parties where disclosure is required by law or otherwise required to enable the Association to perform our services or to comply with its legal and contractual obligations; and to any other person with my consent to the disclosure.

I consent to the users retaining records of the personal information for so long as the users deem it necessary in their sole discretion.

I accept the contents of this consent as adequate notification of the collection and processing of the personal information by the users and consent to the users failing to provide full notification in terms of section 18 of the Protection of Personal Information Act 4 of 2013, which consent is permitted in terms of section 18(4) of that Act.

I acknowledge that certain personal information of mine may be automatically available to members and third parties in accordance with the Association's PAIA Manual (including but not limited to personal information recorded in the Association's members' register). I acknowledge that the Association is accordingly under an obligation to make such information available upon request.

I, the employer, hereby confirm that I have verified the Work/Asylum seeker permit as valid if applicable. Please refer to Immigrations Act 13 of 2002 Section 38 for requirements to employ Foreign National staff.

Initial	

WAIVER OF LIABILITY FOR GYM USE

I hereby understand and acknowledge that training at the Simbithi Gym may expose me to many inherent risks, including accidents, injury, illness, or even death.

I assume all risk of injuries associated with participation including, but not limited to, falls, contact with other participants, the effects of the weather, including high heat and/or humidity, and all other such risks being known and appreciated by me.

I assume liability for damage to gym equipment and property, which I may cause intentionally or unintentionally.

I hereby acknowledge that I am physically fit and mentally capable of performing the physical activity I choose to participate in. After having read this waiver and knowing these facts, and in consideration of acceptance of my participation and Simbithi Gym furnishing services to me, I agree, for myself and anyone entitled to act on my behalf, to **HOLD HARMLESS, WAIVE AND RELEASE** Simbithi Gym, Simbithi Country Club, Simbithi Eco Estate Home Owners Association NPC, its officers, agents, employees, organizers, representatives, and successors from any responsibility, liabilities, demands, or claims of any kind arising out of my participation in the Simbithi Gym training, programs and/or events.

By my signature I indicate that I have read and understand this Waiver of Liability. I am aware that this is a waiver and a release of liability and I voluntarily agree to its terms.

FIRST PARTICIPANT'S NAME Name (Please Print): _____ _ID No_____

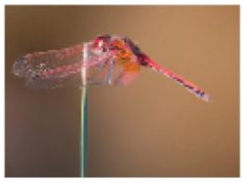
SIGNATURE _____ Date: _____

SECOND PARTICIPANT'S NAME (Please Print): _____ _____ _ID No ._____

SIGNATURE: _____ Date _____

THIRD PARTICIPANT'S NAME (Please Print)_____ ID No._____

SIGNATURE _____ Date_____




FOURTH PARTICIPANT'S NAME (Please Print)_____ ID No._____

SIGNATURE _____ Date _____

In case of emergency, contact: _____ Phone: _____

(Parent's signature if under 18 years of age) _____

MINORS

I represent that I have legal capacity and authorize to act on behalf of the minor named herein. I acknowledge and understand that waiver of liability stated herein is applicable to my minor child. I accept and understand that my minor child will be my sole responsibility while in Simbithi Gym. I acknowledge that Simbithi Gym, Simbithi Country Club and Simbithi Eco Estate Home Owners Association will be held **HARMLESS AND FREE FROM ALL LIABILITY** in the event of my minor child being harmed in any way possible while in Simbithi Gym. I, my heirs and assigns, next of kin, and all others acting on my behalf agree to waive any and all rights, claims, damages, actions, causes of action or suits of any kind or nature whatsoever which I have or my child has against Simbithi Gym, Simbithi Country Club and Simbithi Eco Estate Home Owners Association.

Parent/Guardian Signature: _____ Date _____

SCC Rep		**Date**		☐ **Card** ☐ **Levy**
Payment	**R**	**Receipt No.**		