

UNIREC CASUAL USE TERMS AND CONDITIONS

I understand and agree to comply with the following terms and conditions of my visit of the gymnasium facilities (centre) of the University of Waikato, trading as UniRec (us), which forms an agreement between me and UniRec:

1. Towels must be used at all times during workout. You must have and use your own towel. You must wipe down all equipment after use.
2. You must comply with all reasonable rules, policies, and directions of UniRec in respect of the centre as notified to you by UniRec from time to time.
3. You must present payment upon entry to the centre. Payment is non-refundable.
4. ID must be provided for students, University of Waikato staff, senior citizens, and any other groups who may be eligible for discounted rates.
5. You must wear clean, closed, non-marking sports shoes in the centre.
6. Put away free weights and other movable equipment after use in all exercise areas and group classes. No food to be consumed in exercise areas.
7. All bags are to be placed in lockers - padlocks are available at reception for a fee. Contents will be removed from lockers if left overnight. This, along with any lost property, will be held by UniRec for 2 weeks. If not claimed within this time it will be donated to charity or discarded.
8. UniRec is not responsible for any loss or damage to your belongings, including, but not limited to, any property left in a locker, or a vehicle or its contents.
9. If you cause any damage to UniRec, the centre, or any equipment you are liable to UniRec for costs of repair or replacement, or any other losses arising from that.
10. Casual visits are not available to anyone under 16 years of age.
11. You must comply with the terms and conditions displayed at reception.
12. Bad language and poor behaviour are not tolerated in the centre. UniRec staff and users are to be treated with respect. UniRec reserves the right to ask you to leave if UniRec considers in its reasonable opinion that you are engaging in illegal activity in the centre, you fail to follow any of the policies, rules or directions of UniRec or violate any part of this agreement, your conduct is improper or harmful to UniRec.
13. You must not provide fitness training (to members or otherwise) or carry out any business within the centre.
14. A casual visit is a one-off use of the centre. Once you leave you cannot return using the same casual visit.
15. We will advise casual users of changes to these terms and conditions via the UniRec website.
16. You agree that you use the centre and all equipment at your own risk, and are responsible for ensuring your use of such is safe and within your capabilities. Any medical conditions have been assessed by a medical professional and clearance for exercise has been given.
17. UniRec makes no warranties as to your experience at the centre. You agree and acknowledge that the information you have provided UniRec is true and correct, and that you must advise UniRec immediately of any relevant changes (including but not limited to changes to your health that may have an impact on your use of the centre).
18. Neither you nor UniRec will be liable for delay or failure in the performance of any of the obligations imposed by this Agreement, provided that such failure is beyond reasonable control of you or UniRec.
19. No waiver of any provision of this Agreement will serve as a waiver of any other provision of this Agreement.
20. Termination of this Agreement for any reason will not affect such rights and obligations of the parties as are intended to survive termination.
21. If any part of this Agreement is held to be unenforceable or in conflict with any applicable laws or regulations, that part or provision will be replaced and the remainder of the Agreement will remain binding on the parties.