

CROSSFIT SETANTA - TERMS AND CONDITIONS

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CONDITION TO USE WEBSITE

If you access and use this web site www.crossfitsetanta.ie, you accept and agree to be bound by and comply with these terms. If you do not accept the Terms, do not use the site.

PRIVACY AND SECURITY POLICY

Privacy and protection of information: CrossFit Setanta will not sell or release your personal information. Your personal identifiable information is kept secure. Only authorised employees have access to this information. All emails and newsletters from our sites allow you to opt out of further mailings. CrossFit Setanta will never sell, trade, rent, exchange or otherwise share your personal information with any other person, company or organisation. CrossFit Setanta are responsible for this website and any transactions made through our website. Any purchases on the CrossFit Setanta website will be made securely (SSL) through the PushPress System

IMPORTANT LIABILITY STATEMENT

The information available on or through this site, and the services supplied via or in connection with this site or at CrossFit Setanta do not constitute medical advice and it is your responsibility to determine, through obtaining appropriate medical advice, that you are fit and well and that such contents and services are suitable for you, this is initially verified through signing the online waiver. It is not our responsibility to do so. Before commencing any exercise regime, you should consult your doctor. It is also vital that you supply us with correct information about yourself. We cannot be liable for any incorrect information supplied by you to us. We try to make sure that all information contained on this website (and provided by us to you as part of any Services or Products) is correct, but, subject to the paragraph below, we do not accept any liability for any error or omission and exclude all liability for any action you (your legal representatives, heirs) may take or loss or injury you may suffer (direct or indirect including loss of pay, profit, opportunity or time, pain and suffering, any indirect, consequential or special loss, however arising) as a result of relying on any information on this website or provided through any Services supplied by us to you. You, your legal representatives and your heirs release waive, discharge and covenant, not to sue CrossFit Setanta and its instructors for any injury or death caused by their negligence or other acts. In consideration for being allowed to participate in this activity, which I do freely and voluntarily for my own personal benefit, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns to: 1. Waive, release and discharge from any and all liability to CrossFit Setanta, their

elected and appointed officials, employees, students, agents, and volunteers for my death, disability, personal injury, property damage, or property theft, or actions of any kind which may hereafter accrue to me 2. Indemnify and hold harmless CrossFit Setanta their elected and appointed officials, employees, students, agents, and volunteers, from any and all liabilities or claims made by other individuals or entities as a result of or relating to my participation in this activity.

AUTHORISATION AGREEMENT AND CANCELLATION POLICY

Upon taking a membership with CrossFit Setanta I authorise CrossFit Setanta to charge my account based on the selected monthly membership rate, beginning on the start date stated on my membership form. The authorisation is extended to CrossFit Setanta and/or its authorised agents or firms engaged in the business of processing charges which in this case is STRIPE. I understand that this will be an authorised agreement and shall remain in force until I give CrossFit Setanta 30 days written notice of my intent to terminate my membership. If I choose to sign a contract, and then choose to cancel that membership before the contract has expired, I agree to pay an early termination fee to the value of one months' membership rate. Memberships will be automatically taken by STRIPE unless 30 days cancellation notice is communicated to STRIPE by CrossFit Setanta. Note that if you have a scheduled payment within this period, the payment will be processed as scheduled. All payments are non-refundable. Cancellation of memberships prior to the expiration of any specified commitment period requires an early termination fee as outlined in your membership agreement i.e. one months membership. All monthly fees must be paid in full, regardless of usage. There is no refund in whole or in part. Memberships are non- transferrable. If you cancel your membership and were on a deal/price or special offer we no longer offer, you will not be entitled to this offer again should you decide to re-join e.g. founder memberships.

Management reserve the right to refuse membership or admission, or to withdraw membership at their discretion. If you pay for a month and cannot attend you are not entitled to a refund or extension. You are free to upgrade/downgrade your membership from month to month by choosing and paying for a different package. You are entitled to request to freeze your membership for a minimum of 2 months and a maximum of 6 months. This request can be processed by contacting admin with your request through crossfitsetanta@gmail.com. Owners of CrossFit Setanta hold the right to refuse a freeze request at their own discretion Owners of CrossFit Setanta hold the right to increase monthly membership prices. CrossFit Setanta has the right to change its terms and conditions. Notice will be given to all members at least 30 days in advance of any changes to pricing or policy.

BOOKING CLASSES

All members must book their place in class via PushPress on the website and take the responsibility to cancel if they cannot attend. If you do not book in CrossFit Setanta cannot guarantee the gym will be open upon your arrival. Booking into morning classes is available up to 8 hours before i.e. 10:15pm. Classes and Open Gym are always subject to availability and clients/members must book through Push Press. CrossFit Setanta has the right to change

opening times, class times and instructors as they see fit. Out of consideration for the CrossFit Coach and other members, and also for your own safety please be aware that if you are late for a class, you may not be able to train, so please arrive early. The Management of CrossFit Setanta do not accept responsibility for the loss or theft of personal belongings whilst on the premises. The Management of CrossFit Setanta do not accept any liability of vehicles/bicycles outside of the premises. All vehicles/bicycles are parked at the owner/driver's own risk.

All members/drop in guests/guests of CrossFit Setanta participate in any activity at their own risk. All members/drop in guest/guests are requested to conduct themselves in a reasonable manner whilst on the premises of CrossFit Setanta and may be asked to leave if deemed appropriate by the staff or management. Members should be aware that CrossFit Setanta occasionally take photographs of their members during classes for promotional use inhouse on social media and their website members will be requested to consent to this/or not by ticking the appropriate box on the health screening form. Parents with children training in CrossFit Kids are not permitted to interrupt the coaches, or to step onto the training area once the class has begun. This is to comply with stringent insurance and child protection law. On joining CrossFit Setanta as a member or taking part in any classes or exercise you will be required to complete a liability waiver and a health screening form to determine if there are any reasons why you may not be fit to take part or have any past medical history that may prevent you from safely exercising.