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10. Your use of this website and any dispute arising out of such use of the website is subject to the laws of the Republic of South Africa.
11. Please note all students, including those taking part in their free trial period (Hereinafter referred to as a "Drop – In" Class), will be required to sign a liability waiver.

**Disclaimer:**

I understand and agree to the following disclaimer: To the fullest extent permitted by law, Clash Label Pty Ltd (Gracie Barra Sandton), as the case may be, or any of their direct or indirect international affiliates who may give you access to their facilities as a result of this Contract, and/or their directors, employees and independent contractors (collectively, Clash Label Pty Ltd (Gracie Barra Sandton) shall not be liable for any loss or damage whatsoever and howsoever arising (including from any nutritional, exercise or any other advice) suffered by me or any of my dependents, including (without limitation) loss or damage to person or property from a negligent (other than a grossly negligent) act or omission of Clash Label Pty Ltd (Gracie Barra Sandton), other members or guests.

Brazilian Jiu-Jitsu is a contact sport, and injuries and accidents may happen. Clash Label Pty Ltd (Gracie Barra Sandton), including its owner, instructors and volunteers take no responsibility from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by students, and guests, or to any property belonging to them, while participating in physical activity, or while on or upon the premises where the event is being conducted.

**1. The Membership**

1.1 Payments are collected via direct debit using PayU/Payfast, Debit/Credit card or EFT as a service provider alternatively cash payment made in advance in accordance with the Membership Package chosen.

1.2 Your membership is a personal membership to you and may not be used by another person or transferred over.

1.3 Your membership will begin straight after you complete the online sign up.

**2. Fees:**

2.1 The member must pay the monthly fee which is determined by the membership package chosen.

2.2 Payments will be taken on a monthly basis, days can vary due to weekends and holidays.

2.3 We may change the amount of your monthly fee, before any changes are made we will write to you via email 14 days before the changes take place.

2.4 Monthly fees are payable even if you chose not to use the academy.

2.5 Additional Fees may be taken with your first payment for training licences and Insurance. Please see Membership.

### **3. Cancelling your membership.**

3.1 Memberships cannot be cancelled prior to the agreed contract length that you have signed up for and the last payment has been made.

3.2 A contract may be cancelled once the final payment has been made; this requires 30 days' notice in writing to CLASH LABEL (PTY) LTD T/A GRACIE BARRA SANDTON (e-mail [info@graciebarra.co.za](mailto:info@graciebarra.co.za)). A confirmation email will be sent back. Queries on cancelled memberships can only be dealt with when a copy of this letter is provided.

### **4. Academy Rules:**

4.1 You must adhere to the Academy rules/etiquette which forms part of this agreement.

4.2 The rules /etiquette of the Academy may be changed at any time. We will email any changes to you.

4.3 For more information on Academy Etiquette visit our website.

### **5. Changing the Agreement.**

5.1 We may change the Agreement at any time. 14 days' notice will be given if any changes are made and sent to you via email.

### **6. The Academy:**

6.1 You are entitled to participate in the classes available for your category of membership package.

6.2 Before participating in the classes you must read and sign the medical acceptance form. We can refuse you access to the Academy if we consider your health maybe adversely affected by participating in the classes.

6.3 Centre's may open/close earlier during public holiday periods. Facilities may also close for occasional special events and seminars. Notice of these events will be emailed to you in advance notifying customers of any changes. No refunds will be available for these periods.

6.4 We may change the centres opening times or withdraw any of the facilities at any time if we need them for events, tournaments, exhibitions or other special activities.

6.5 We may need to close a facility or part of it for repair/refurbishment on the grounds of health and safety or improving customer service. Fitness classes may also have to be cancelled due to unforeseen instructor unavailability. In the above circumstances we will use our best endeavours to:

6.5.1. Give as much notice as is reasonably practicable by emailing you or displaying at the Academy.

6.5.2. Arrange for alternative facilities during a period of closure.

6.6 Your membership does not give you priority over other users or guarantee the availability of facilities.

6.7 Our management team reserve the right to change the activity programme. Prior notice will be given in the centre relating to activity cancellations or the introduction of new sessions.

6.8 Promotions do not apply to existing members.

## **7. Junior Members and Children.**

7.1 If you are 16-17 (inclusive) your parent or guardian must sign this agreement on your behalf. By signing this agreement your parent or guardian agrees to be responsible for your behaviour and actions at all times and to pay us any amounts that are due on your behalf.

7.2. When you reach 18 your junior membership will end and you will automatically and immediately become a full adult member and sign a copy of this agreement.

## **8. Full Waiver & Release of Liability:**

8.1 DISCLAIMER: CLASH LABEL (PTY) LTD T/A GRACIE BARRA SANDTON ARE NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON SUFFERED WHILE WATCHING OR PARTICIPATING IN ACTIVITIES AT CLASH LABEL (PTY) LTD T/A GRACIE BARRA SANDTON FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF THE MEMBERS OF CLASH LABEL (PTY) LTD T/A GRACIE BARRA SANDTON

INSTRUCTOR/COACH, MEMBER, VOLUNTEER, OR AGENT OF CLASH LABEL (PTY) LTD T/A GRACIE BARRA SANDTON OR ANY OTHER PARTICIPANT, VISITOR, OR PERSON PRESENT AT OR PARTICIPATING IN ACTIVITIES SUPPORTED BY HAVERING JIU JITSU ACADEMY.

8.2 In consideration of my participation, I hereby release and hold harmless any instructor/coach, member, volunteer, or agent of CLASH LABEL (PTY) LTD T/A GRACIE BARRA SANDTON for any or all present and future claims resulting from ordinary negligence on the part of the CLASH LABEL (PTY) LTD T/A GRACIE BARRA SANDTON or others listed for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction at CLASH LABEL (PTY) LTD T/A GRACIE BARRA SANDTON sponsored activities or any activities incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, that may be made by me, my family, estate, heirs, or assigns.

8.3 Further, I am aware of the following risks, and NUMEROUS OTHER INHERENT RISKS in observing or participating in activities and Brazilian Jiu-Jitsu sponsored by CLASH LABEL (PTY) LTD T/A GRACIE BARRA SANDTON.

8.4 These risks include, but are not limited to, death, or serious injury resulting from: physical contact while observing or participating in activities supported by CLASH LABEL (PTY) LTD T/A GRACIE BARRA SANDTON; including, but not exclusive to collision (with other persons or objects), being struck on the body or head, being thrown or dropped, suffocation resulting from choking or strangulation, dropped equipment, dehydration, exertion, while participating in activities at CLASH LABEL (PTY) LTD T/A GRACIE BARRA SANDTON.

8.5 I am voluntarily participating in this activity with knowledge of the danger involved and hereby agree to accept all inherent risks of property and personal damage or death.

8.6 I hereby indemnify CLASH LABEL (PTY) LTD T/A GRACIE BARRA SANDTON including its employees, directors, in respect of any claim, action, damage, loss, liability, cost or expense which the Client pays, suffers, incurs, or is liable for, as a result of any claim by any person or company in connection with the rendering of the Services by the CLASH LABEL (PTY) LTD T/A GRACIE BARRA SANDTON to the Client.

8.7 I further agree to indemnify and hold harmless CLASH LABEL (PTY) LTD T/A GRACIE BARRA SANDTON and any other listed for any and all claims arising as a result of my engaging in or receiving instruction in activities sponsored by CLASH LABEL (PTY) LTD T/A GRACIE BARRA SANDTON or any activities incidental thereto, wherever, whenever, or however the same may occur.

8.8 By accepting this document, I acknowledge that I have voluntarily chosen to participate in physical exercise. In accepting this document, I acknowledge being informed of the strenuous nature of the activity and the potential for unusual, but possible, physiological results including but not limited to abnormal blood pressure, fainting, heart attack or even death.

8.9 I also understand that I may stop any training session at anytime. By accepting this document, I assume all risk for my health and well being and any resultant injury or mishap that may affect my well being or health in any way and hold harmless of any responsibility, the instructor, facility, or persons involved with the program and testing procedures.