



THE STABLES

FITNESS CENTRE

MEMBERSHIP APPLICATION FORM

desert palm
Dubai



8.4 The rights of the Hotel and Group under these Terms and Conditions shall remain enforced at all times, despite any period of non-enforcement.

8.5 Every Member and guest shall be responsible to ensure that he/she is in good physical condition and capable of undergoing a routine of exercise provided by any programme or class attended. Member's and Guests are advised to consult a doctor prior to beginning any programme, treatment or class. Certain medical conditions may mean the Member requires a medical referral and/or a specific exercise program.

8.6 Members and Guests who are pregnant are advised to consult a doctor prior to engaging in or continuing any form of physical activity, undertaking any treatment or using the Services offered at the Club.

9. CODE OF CONDUCT/BEHAVIOUR

9.1 Members and Guests should conduct themselves in a quiet and well-mannered fashion when in or around the Club and in a manner that will not disturb or impair the use and enjoyment of the Club for other Members and/or Guests. In particular, Members and Guests should not use foul, loud or abusive language, or molest or harass other Members, Guests or Members of staff. A single breach in respect of this Clause 9 shall be sufficient to result in suspension or termination of Membership at the Hotel's sole discretion in accordance with Clause 6.

9.2 Members are asked to dress appropriately when using the Club and may be asked to leave the Club if their attire is not in the sole opinion of the Hotel considered suitable. [In accordance with local customs, Members and Guests are advised to refrain from walking around changing rooms without clothing.]

9.3 Members should at all times show respect to other Members, Guests and Members of staff of the Hotel or the Group.

9.4 Members and Guests must not:
(a) bring pets to any part of the Club premises;
(b) smoke in any part of the Club premises, other than in designated smoking areas; and
(c) bring, use or be under the influence of legal drugs in any part of the Club.

9.5 The sale of alcohol on the Club premises to Members or Guests is permitted in accordance with the Hotel's licensing regulations and applicable laws only. The Hotel reserves the right to refuse to serve alcohol to any Member or guest at its sole discretion. Drunkenness is not permitted in or around the Club and may result in suspension or termination of the Membership

10. DATA PROTECTION

10.1 By applying for Membership of the Club and/or by using the Club Services and in either case, providing the Hotel with personal data of the Member (which may include sensitive personal data), the Member is deemed to have accepted the use of his/her personal data in the following manner:

a. Where the personal data is sensitive and includes details of physical or mental health condition, the Member agrees to its use by the Desert Palm Stables Fitness Centre Club manager (who is the data controller) solely for the purposes of providing specific tailor-made programmes for the Member and in connection with the provision of the Services.

b. Where the Member provides any personal data (which may include sensitive personal data other than as outlined in Clause 10.1(a)), the Member is deemed to have agreed to its use by the Hotel (who is the data controller) in order to respond to the Member's queries and requests and to manage transactions such as credit card payments for Services, internal marketing analysis, and (depending on the preferences selected) in order to communicate with the Member about the Services and those of affiliated businesses and specially selected third parties, as well as for those purposes outlined in Clause 10.1 (a).

c. The Member hereby acknowledges and agrees that the Hotel may disclose his/her personal data (including any sensitive personal data outlined at Clause 10.1.(a)) to a third party (who may be based in Dubai or in elsewhere (including in various destinations outside the UAE)) in the event that the Hotel sells its business or assets in which case, the Member acknowledges and agrees that the Hotel may disclose such personal data to the prospective buyer of such business or assets.

I agree to the terms and conditions set out above.

Date.....Name

Signature.....

The Stables Fitness Centre would like to use your details for marketing purposes to send you news of its special offers and promotions for similar goods and services. If you do not want to be contacted by a particular means, please tick the relevant box:

- Yes, I want to receive news, special offers and/or promotions for similar goods and services
- Email: Post: Telephone:
- No, I do not want to receive news, special offers and/or promotions for similar goods and services

SCHEDULE 1

CLUB RULES AND REGULATIONS

1. CLUB OPENING TIMES

1.1 The Club is open daily for Members and Guests between the hours of 6am and 11pm, 7 days a week, with swimming pool access from 7am to 10am and 5pm to 7pm. The Hotel retains the right to extend or limit the opening/closing hours at its own discretion without prior notice..

1.2 Members and Guests must leave the gym, restaurant and changing areas 30 minutes prior to the Club closing in order to leave punctually at closing time.

1.3 Opening hours on official holidays remain unchanged.

2. USE OF FACILITIES

2.1 The Hotel may at any time withdraw all or part of the Club's Services for any period or periods and without notice in connection with any cleaning, repair, alteration, maintenance, security work or for reasons beyond the control of the Hotel or the Group.

2.2 The Hotel will only validate parking vouchers for Members and Guests who have used the fitness facilities if applicable.

3. JUNIOR MEMBERS

3.1 Junior Members under the age of 16 are not permitted to access to the Club without being accompanied by an adult Member (16 years and over) and shall not be permitted to use the gymnasium, steam or sauna rooms but may participate in studio classes.

3.2 Junior Members over the age of four years may not enter the changing rooms or other areas reserved for the opposite sex, regardless of whether they are accompanied by an adult.

3.3 Parents or guardians are responsible for the behaviour of the Junior Members and should ensure that Junior Members under the age of four years old do not use the pool without adult supervision.

4. GYMNASIUM AND FITNESS FACILITIES

4.1 All Members and Guests must complete a Pre-Exercise Questionnaire and undergo an initial induction session before using the gymnasium or exercise studio equipment. Members and Guests are advised not to undertake strenuous physical activities without first seeking medical advice, particularly if they have concerns over their physical condition.

4.2 The Hotel reserves the right to refuse access to the gymnasium and fitness facilities to any Member or Guest if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of such facilities.

4.3 Members and Guests must notify the Hotel of any circumstances affecting their health which may be exacerbated through continued use of gymnasium or fitness facilities.

4.4 Members and Guests should not use any piece of gym equipment without prior instruction. Members and Guests should ask a member of the fitness team how to use new or unfamiliar equipment. The Hotel will not be liable for injuries caused by incorrect use of the same.

4.5 All users must read the health and safety notices posted beside any equipment or within the facility and comply with their recommendations.

4.6 Access to the exercise studios is limited to classes or pre-organized sessions. Details of these will be available from reception.

4.7 Studio timetables are subject to change. Any changes may be made without prior notice or compensation.

4.8 Sound equipment such as radios and broadcasting devices will not be allowed in the Club. The use of headphones is compulsory.

4.9 All weights and equipment must be replaced after use.

4.10 Members and Guests using the gymnasium must carry a training towel at all times for the purpose of wiping down equipment after use.

4.11 Appropriate clean exercise clothing and shoes must be worn whilst exercising in the Club. Members or Guests may be refused access to the Club's facilities if wearing inappropriate footwear. Only non-marking training shoes will be allowed within the gymnasium and fitness studio.

4.12 Members and Guests are not permitted to bring personal trainers into the gymnasium unless special permission is sought from the Club management. Fully qualified personal trainers are available at the gymnasium and may be booked at the Club reception.

4.13 An instructor or member of staff may ask, at any time, any Member or Guest to leave a class or the Club if in their opinion the Member or Guest is jeopardizing the safety or enjoyment of others.

4.14 Members should refrain from the usage of mobile phones in the locker rooms and fitness area.

4.15 Pets are not permitted within any part of the Club.

4.16 The lair facility can be used only by Hotel Resident Guests. Members are not permitted to use the lair facility.

5. SAUNA AND STEAM ROOMS

5.1 Members and Guests must not consume food or drinks in the sauna or steam rooms, nor take glass containers into the locker rooms or fitness areas.

5.2 Members and Guests who are pregnant have low or high blood pressure, cardiac irregularities or asthma should not use the saunas and steam rooms. Those Members and Guests who suffer from diabetes heart disease and skin disorders should consult a doctor prior to use.

5.3 Neither the Hotel nor the group accepts any liability for any consequential injuries or illnesses, unless such injury or illness is proven to be caused by the Hotel's own negligence. If there is any doubt, the Member or Guest should consult his/her doctor prior to use.

5.4 Members and Guests must shower before and after using the sauna and steam room. Swimming costumes must be worn at all times.

5.5 For safety reasons, no person should spend more than 15 minutes in a sauna or steam room per session.

5.6 Shaving or use of soap or hair products is strictly prohibited in the sauna and steam room.

5.7 Users are advised to drink plenty of water prior and after using the sauna and steam room.

5.8 Members and Guests shall not use the sauna or steam room while under the influence of alcohol, antihistamines, beta blockers, narcotics, tranquilizers or any other medication.

5.9 The drying of clothing or footwear in the sauna is strictly prohibited.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTOOD THESE CLUB RULES AND REGULATIONS and that I have signed below on a voluntary basis and that the terms above are binding on myself, my heirs, executors, administrators and representatives.

Date.....Name

Signature.....

SCHEDULE 2

MEMBERS DISCOUNTS

1. FOOD AND BEVERAGE

1.1 Food and Beverage may not be brought into the Club premises from outside the Hotel. Members will be entitled to a 20% discount on all food and beverage.

1.2 The Hotel reserves the right to substitute or to not accept the booking if the venue booked cannot be made available due to causes beyond the control of the Hotel.

1.3 Restaurant advance reservations are highly recommended and bookings are accepted subject to availability.

1.4 During peak periods (Easter, Christmas, Valentine's or certain promotions or other holiday periods) the discountable rate is not applicable.

1.5 The Hotel reserves the right to close certain hotel areas for public access if required.

1.6 All bookings are to be channelled through the Restaurant Reservations Department.

2. SPA TREATMENTS

2.1 Members will be entitled to a 20% discount on all spa treatments.

2.2 The discount applies to the treatment menu at time of booking and will not be extended on special promotions or packages that are already discounted.

2.3 This benefit is valid seven days a week upon producing a valid Membership card.

2.4 Only the card holder is entitled to this offer but this will be extended to Hotel Guests.

3. STUDIO CLASSES

3.1 Members will be entitled to a selection of studio classes. Other classes are available by paying for individual sessions or group studio class sessions at the Members' discounted rates.

3.2 Further terms and conditions apply and may be subject to change without notice.

3.3 No show and 24 hour cancellation policy applies at 100% payment.

SCHEDULE 3

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY FOR HEALTH CLUB SERVICES

I am fully aware of the services, equipment and/or other facilities (together the "Services") that are offered for use at the Club ("Club") located at the Desert Palm Resort & Hotel ("Hotel"). I am also fully aware of my own physical limitations.

I agree unconditionally to assume the risk of using the Club and agree to accept all responsibility for any or all injuries I may sustain whilst using or participating in the Services, no matter what the circumstances of the accident and/or injury.

I acknowledge that it is my sole decision to use the Services at the Club. I am aware that I am engaging in physical exercise and the use of Services which could cause harm, injury, pain or discomfort to me. I agree to participate in these activities on a voluntary basis and I assume all risk of harm, injury, pain or discomfort that might result.

I understand that the Club will make neither evaluation nor recommendation – and I will not construe any statement or action by the Club as an evaluation or a recommendation – with respect to whether I am sufficiently physically fit to use the Services at the Club.

I am aware that it is always advisable to consult a doctor or physician before undertaking any physical activity or using any services that are the same as or similar to the Services at the Club. I warrant that I do not suffer from any medical condition and/or incapacity which may impair my ability to use and participate in the Services and further, that I do not suffer from any heart condition, epilepsy, or other medical condition which may result in me potentially placing myself in a position of risk, by using or participating in the Services.

In consideration of the Hotel allowing me to use and participate in the Services provided, at the Club I hereby:

1. WAIVE ANY AND ALL LEGAL CLAIMS that I have or may have in the future against the Hotel and or the Club as a result of my use and participation in the Services provided;

2. RELEASE THE HOTEL AND THE CLUB from any and all liability against any loss, damage, injury or expense that I may suffer as a result of my use and participation in the Services provided due to any cause whatsoever (including negligence, breach of contract, or breach of any statutory or other duty of care);

3. HOLD HARMLESS AND INDEMNIFY THE HOTEL AND THE CLUB from and against all actions, costs, claims, charges, expenses and damages, however caused, which may be brought or made or claimed against them, arising from any personal injury, pain or discomfort or loss, or related to the use and participation in the Services provided, including but not limited to, liability for any damage to the property of, or personal injury to, any third party; and

4. DISCHARGE THE HOTEL AND THE CLUB from and against all liability for loss of, theft of, or damage to property which may result from my use of the Services.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTOOD THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY and that I have signed below on a voluntary basis and that the terms above are binding on myself, my heirs, executors, administrators and representatives.

Date.....Name

Signature.....

T H E
STABLES
FITNESS CENTRE

Personal Profile

Self	Spouse/Partner
Family name	Family name
First name	First name
Date of birth	Date of birth
Company	Company
Occupation	Occupation
Nationality	Nationality
Telephone	
Fax	
P.O Box / Address	
Email	Email
Mobile	Mobile

Children

First name	Date of birth	School
First name	Date of birth	School
Emergency Contact No		

Please Select Your Membership

Desert Palm EXCLUSIVE MEMBERSHIP

Stables Single	<input type="checkbox"/> 12 months	<input type="checkbox"/> 6 months	<input type="checkbox"/> 3 months	<input type="checkbox"/> 1 month
Stables Couple	<input type="checkbox"/> 12 months	<input type="checkbox"/> 6 months	<input type="checkbox"/> 3 months	<input type="checkbox"/> 1 month
Stables Corporate	<input type="checkbox"/> 12 months	<input type="checkbox"/> 6 months	<input type="checkbox"/> 3 months	

Interests

Please indicate your interests and favourite fitness activities.

Self	Spouse
<input type="checkbox"/> Personal Training/Group Classes	<input type="checkbox"/> Personal Training/Group Classes
<input type="checkbox"/> Dining and gourmet	<input type="checkbox"/> Dining and gourmet
<input type="checkbox"/> Aerobics or Fitness	<input type="checkbox"/> Aerobics or Fitness
<input type="checkbox"/> Others (Please specify)	<input type="checkbox"/> Others (Please specify)

Incomplete application forms will not be processed.

THE ACCEPTANCE AND/OR REFUSAL OF ANY APPLICATION IS AT THE FULL DISCRETION OF THE CLUB MANAGEMENT ALONE. I hereby confirm that the above information is accurate at the time of signing. I acknowledge that I have read and understood the Terms and Conditions of Membership, Club Rules and Regulations and the Release of Liability, Waiver of Claims/Indemnity (attached to this application form).

Applicant's signature	Date
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For office use only

Membership No:	Card No:
Amount Paid:	Receipt No:
Issue Date:	Expiry Date
Approved	Waitlisted
Starting date	Signature

Fitness Manager/Supervisor



MEMBERSHIP TERMS AND CONDITIONS

1. DEFINITIONS

“**Additional Fees**” means charges not included within the Membership Fees, Joining Fees or Guest Fees, spa treatments, food and beverages and Services.

“**Application Form**” means the membership application form to be completed and submitted to the Club pursuant to an application for membership.

“**Club**” means The Stables Fitness Centre.

“**Club Rules and Regulations**” means the rules and regulations attached to Schedule 1 of these Terms and Conditions.

“**Fees**” means the Additional Fees, Guest Fee, Joining Fee and Membership Fees.

“**Group**” means the Hotel including any and all of its subsidiaries and holding companies.

“**Guest**” means the Guest of a member who is permitted to enter the Club provided the Guest Fee is paid on entry to the Club and the Guest completes the Pre-Exercise Questionnaire.

“**Guest Fee**” means a charge payable by a Member for a Guest to use the Services.

“**Hotel**” means Desert Palm Resort & Hotel, the operator of the Club.

“**Junior Member(s)**” means a Member less than 16 years of age and accompanied by an adult Member aged 16 years or over.

“**Joining Fee**” means a non-refundable charge payable on commencement of membership with the Club.

“**Management**” means the management of the Club.

“**Member(s)**” means a person who is entitled to use the Club Services in accordance with these Terms and Conditions.

“**Membership**” means the Member’s entitlement to use the Club in accordance with these Terms and Conditions.

“**Membership Fees**” means the annual fees paid in advance of membership.

“**Pre-Exercise Questionnaire**” means the questionnaire all Members and Guests must complete before using any of the Services.

“**Schedules**” means the attached Club Rules and Regulations, Member Discounts, and Release of Liability, Waiver of Claims and Indemnity for Club Services.

“**Services**” means any of the Club facilities including spa treatments and food and beverages.

“**Terms and Conditions**” means these terms and conditions set out below (which may be updated from time to time), together with the attached Schedules and any other applicable rules or laws, as may be changed from time to time.

2. INTERPRETATION AND VARIATION

2.1 These are the Terms and Conditions of Membership between the Hotel and each Member. These Terms and Conditions replace any existing terms and conditions governing a Member’s Membership of the Club.

2.2 The Hotel reserves the right to add to, alter or revoke these Terms and Conditions from time to time, and it will give Members notice of any material changes. Any changes will be immediately effective and binding for all Members.

3. MEMBERSHIP

3.1 Members must complete an Application Form and a Pre-Exercise Questionnaire and pay the Joining Fee and Membership Fees as they become due.

3.2 The acceptance of a Membership or guest is at the sole discretion of the Club management and the Hotel reserves the right to refuse Membership and/or access to the Club at any time without any explanation or reason.

3.3 Members are advised to read the Club Rules and Regulations on joining the Club and regularly thereafter. The Member is deemed to have accepted these Terms and Conditions upon activation of a Membership until such Membership is terminated.

3.4 In the event the Hotel terminates or suspends a Membership, the Hotel or Group may terminate or suspend any other membership held by the Member, or reject a Member’s application for membership of any other establishment owned or operated by the Hotel or Group.

3.5 Membership cards and wellness keys are valid for the holder of the Membership only and are non-transferable. The use of a membership card by any person other than the Member may, at the Hotel’s sole discretion result in the cancellation of Membership and forfeiture of Fees.

3.6 Membership cards and wellness keys remain the property of the Hotel and must be returned to the Club on the date of cancellation or termination of the Membership.

3.7 Any Member who loses his/her card or wellness key may apply for a replacement, for which an additional fee will be charged.

3.8 Members are required to give immediate written notice to the Hotel of any change of address. Failing such notice, all communications shall be assumed to have been received by the Member within five (5) days of mailing to the last address notified to the Hotel.

4. GUESTS

4.1 A Guest is only permitted to stay in the Club whilst the Member is present.

4.2 Each Member can bring no more than five (5) persons as a Guest to the Club in a single membership year.

4.3 Members are required to ensure that Guests are fully aware of these Terms and Conditions. A Guest must complete the Pre-Exercise Questionnaire before using the Club’s Services. Members are solely responsible for the actions and conduct of their Guests at all times and must procure that Guests comply with these Terms and Conditions.

4.4 Former or suspended Members, persons who have applied for Membership but have been rejected and former Members of staff of the Hotel or the Group may not be eligible to be a Member or a Guest of the Club. If it is in doubt, the Member should always consult the Club management for advice. Guests of Members will be admitted at the absolute discretion of the Club management.

5. SUSPENSION

5.1 In the event that a Member suffers serious illness, serious injury, hospitalisation or becomes pregnant, Membership may be suspended at the request of a Member for a maximum period of twelve (12) months. The Hotel reserves the right to request documentary medical evidence for the reason. Suspension of Membership in all cases remains at the absolute discretion of the Hotel. No Membership Fees will be payable to the Hotel during the period that the Membership is suspended, other than in respect of fees owed to the Hotel prior to the suspension.

5.2 The suspended Member must inform the Club management in writing of his intention to return to the Club (to be within twelve (12) months of the date of suspension). Failing which, the Membership of the suspended Member will automatically terminate upon expiry of the maximum twelve (12) month suspension period and a further Joining Fee will be payable to reactivate the Membership.

5.3 The provision of this Clause 5 shall only apply to Members holding a valid twelve (12) month membership with the Club. All other memberships shall be suspended at the sole discretion of the Club management.

6. TERMINATION

6.1 The Hotel reserves the right to terminate or suspend Memberships in the event of:
(a) a breach of these Terms and Conditions;
(b) failure to adhere to the Club Rules and Regulations;
(c) any conduct of the Member or their Guest which in the sole discretion of the Hotel, is considered damaging to the character or interests of the Hotel, offensive to other Members, Guests or staff of the Hotel, Group or Hotel; or
(d) in the event that such expulsion or suspension is in the opinion of the Hotel is necessary in the interests of the other Members of the Club.

6.2 Any Member suspended or expelled pursuant to this Clause 6 shall forfeit all privileges to the Club and shall not be entitled to any pro-rata payment of Fees for any period during which Membership is suspended or terminated.

7. CANCELLATION

7.1 A Member may cancel Membership by written request to the Club management by giving one full calendar month’s notice prior to the desired cancellation date. Annual Members will only receive a maximum of six (6) months returned pro-rata Fees. Cancellation will only be accepted if the Hotel has received a Member’s written notification within the required notice period.

7.2 Annual Memberships will automatically expire after twelve (12) full calendar months. Where a Member has outstanding Fees due to the Hotel he/she will not be permitted to re-join until he/she has paid all such outstanding sums.

8. LIMITATION OF LIABILITY

8.1 The Hotel shall not in any circumstance be held responsible for the unavailability or cancellation of the Services. The Hotel reserves the right to make alterations to the type of Services provided without notice and shall not be liable for any loss as a result.

8.2 The Hotel shall not in any circumstances be responsible for the loss of any money or valuables or damage to a Member or Guest’s personal property including vehicles at the Club or any parking areas designated for use of Members, unless such loss or damage is proven to be caused by the Hotel’s own negligence. Vehicles are left in the car park solely at the owner’s risk.

8.3 For security reasons, Members and Guests are advised to store personal belongings and valuables in lockers that are provided for the convenience of Members. Use of lockers is at the Member’s own risk.