



Welcome to the *Silver Fit* exercise programme. *Silver Fit* is an evidence-based exercise programme specifically designed for individuals over the age of 50. Evidence-based refers to programmes that have been developed through research and that are designed specifically to promote health and prevent disease. Our aim is to improve your strength and stability, as well as your overall health status. We believe in successful and active ageing, and we look forward to starting a journey of improved health and quality of life with you.

Terms and Conditions: 2024

1. *Silver Fit* administration information (programme registration, accounts & general queries)

- 1.1. We can be contacted at our national support office: 065 935 1106 or you can email us at info@silverfit.co.za.
- 1.2. Administrative hours: Monday-Friday 8:30am-3pm.

2. Client information and confidentiality

- 2.1. Please ensure that you provide us with your correct information on your registration form and please check to see that your person to contact in case of an emergency and all other account information is correct.
- 2.2. This information will be kept confidential and will only be disclosed to another person/s with your written consent.
- 2.3. The confidential information is requested to determine if you are able to partake in the exercise classes without risk or causing any adverse events.
- 2.4. It remains your responsibility to notify us of any changes in this information, e.g. contact details, health information, etc.
- 2.5. Any of the information you have provided to us can be deleted at any stage upon your request.
- 2.6. We will treat all your personal information (as defined in the Protection of Personal Information Act) as private and confidential. Nothing about your personal information will be disclosed to anyone unless:
 - We are legally compelled to do so.
 - It is in public interest to do so.
 - The disclosure is made at your request with your written consent.

3. Membership fees and information

- 3.1. Silver Fit reserves the right to review and implement changes to the membership fees due in terms of this agreement.
- 3.2. A notice of a change in membership fees will be sent to you via email no later than fourteen (14) calendar days prior to the effective date of the change in membership fees.
- 3.3. There are three options for monthly membership fees.
 - 3.3.1. **"Pay as you move": (R450/month):** You pay the monthly fee and if you wish to cancel or pause the payment, we require 30 (thirty) days' notice to be emailed to info@silverfit.co.za
 - 3.3.2. **"The Silver Fitter": (R420/month):** This is a lower monthly rate because you are agreeing to a

12-month membership with Silver Fit, however payments are also made monthly. The membership ends on 31 December 2024. If you need to pause (not being able to attend classes) your membership due to an illness, injury or operation, you can do so by emailing us a doctor's note and we will gladly pause your membership for up to 2 (two) months.

3.3.3. **"Fantastic Fitness": (R4188/year works out to R349/month)** This is also a 12-month membership with Silver Fit, however instead of paying monthly, you pay one sum upfront by 31 January for the whole year. This option is only available until 31 January 2024. It also allows a medical relaxation option as discussed in paragraph 3.3.2 should the unforeseen happen.

3.4. As a member you can attend any of our classes at our various in-person sites, or online.

3.5. We encourage that you attend at least 2 classes per week, as this is what the exercise guidelines for older adults suggests.

3.6. In the event of your Fitness Instructor not being able to offer a class (due to sickness or an emergency) every effort will be made to reschedule the class to a different time within the same week unless the venue cannot accommodate us. In the event the class will be cancelled with no refund to the member.

3.7. No classes will be held on public holidays.

3.8. Our sites close for the annual Christmas holidays, during this time our classes will pause, we will notify you of the closure dates towards the end of each year when the sites communicate this with us.

4. Payment

4.1. Membership fees are due in advance on your payment date (this will be determined by the date you begin your classes).

4.2. Membership payments are either made via monthly debit order or using our PayFast automated credit card subscription service. Please let us know which option suits you best.

4.3. Should you fail to pay your fees on the due date, a notice will be sent to you via email and/or SMS/WhatsApp to your mobile telephone number. If you remain in breach of your payment obligation despite such notice, *Silver Fit* reserves the right to terminate this agreement.

5. Communication

5.1. *Silver Fit* communication will be via email and WhatsApp groups. You will be added to your class WhatsApp group for important communication regarding our *Silver Fit* classes as well as valuable and educational content that we feel you will enjoy and benefit from.

5.2. If you are not able to make a class or if you are ill, you are welcome to use the group to communicate this, so that we can wish you well. We kindly ask for you to refrain from sending 'spam'/irreverent messages on the group as to not detract from the purposes of these groups.

5.3. By agreeing to these terms and conditions you agree to be on our mailing lists and allow us to use your data for sending news, promotional and other content.

6. Personal belongings

6.1. *Silver Fit* is in no way responsible for the safekeeping of your personal belongings while you are present in the classes. You assume all risk of loss for any of your personal belongings.

7. Risks of participation

7.1. Habitual physical activity reduces the incidence of cardiovascular disease; however vigorous physical exertion can also acutely and transiently increase the risk of sudden cardiac death and acute myocardial infarction (heart attack) in individuals with pre-existing heart disease.

7.2. There is a remote possibility that you may experience certain physical changes during your exercise testing and/or treatment. These include abnormal blood pressure, fainting, and irregular heart rate and in rare instances heart attack, stroke or death. Every effort will be made by the attending Fitness Instructor to minimize these risks, by evaluation of the information you provided in the risk stratification questionnaire and by careful observations during the group classes as well as by your own careful control of the exercise efforts.

7.3. The attending Fitness Instructor(s) are qualified in Basic Life Support CPR (Cardiopulmonary resuscitation) should an emergency arise. Information you possess about your health status or previous

experiences of heart-related symptoms (e.g. shortness of breath, pain, pressure, tightness in the chest, neck, jaw, back and/or arms) may affect your safety while exercising. Your prompt reporting of these and any other unusual feelings/symptoms is very important. You are responsible for fully disclosing your medical history as well as symptoms that may occur during exercise.

- 7.4. There is a risk of injury and joint pain while participating in exercise if you do the exercise incorrectly or if the intensity of the exercise is too high. Don't push yourself beyond your comfort level. Please communicate your perception of the intensity of the exercise to the attending Fitness Instructor and stop/decrease the exercise if needed.
- 7.5. Constant communication with the Fitness Instructor allows accurate monitoring of your exercise activity and assists with the avoidance of any injuries.
- 7.6. Fatigue and dehydration could result if you are not used to exercise and don't drink enough water. Please bring water with you to the classes.
- 7.7. Low blood pressure and blood sugar could result from exercise if you are not used to exercise or haven't eaten a substantial meal. We recommend you eat a healthy meal 2 (two) hours before your exercise session.
- 7.8. While participating in the exercise there is a risk of you falling or losing your balance. We need you to make sure that you concentrate well while doing the exercises and use the back of a chair if you need support.
- 7.9. Please ensure that you have suitable shoes for exercise. Shoes that do not fit correctly slip on and off and those that do not have sufficient grip, will increase your risk of falling.

8. Benefits of participation

- 8.1. There are many benefits associated with exercise:
 - Improved cardiovascular and respiratory function.
 - Improved general strength and flexibility.
 - Improved balance and stability and a potential reduced falls risk.
 - Improved walking ability.
 - General improvement in quality of life and a sense of wellbeing.
 - Decrease in blood pressure, cholesterol, body fat.
 - Decreased joint pain and stiffness.

9. Online Exercise Classes

- 9.1. By using our online exercise programme, you agree to be bound by the terms and conditions of our registration form thereof. If you do not agree to be legally bound by these terms and conditions, you should not access and/or use our programme.
- 9.2. You hereby agree that Silver Fit reserves the right to change these terms and conditions without prior notification and that such changes made will come into immediate effect upon being presented on our website. It is your responsibility to check our website regularly for updated versions of our terms and conditions.
- 9.3. You reserve the right to revoke your agreement when such changes are made or continue to accept such changes.
- 9.4. When registering to access our online programme, you may be asked to provide your personal details and other information. This information will assist us in providing the services associated with our online programme to you.
- 9.5. You undertake that all information and data provided by you in the registration is accurate, complete, and up to date. You must inform us immediately if there are any changes to this information or data.
- 9.6. Our online exercise programme offers fitness exercises and is designed for exercise and fitness

purposes only. Exercise is not without risks, and this or any other exercise programme may result in injury.

- 9.7. Although Silver Fit provides these exercises with your health and safety in mind, each individual has his/her own limitations, and it is therefore critical that you consult with your doctor for appropriate exercise prescription and safety precautions.
- 9.8. The exercise instruction and advice presented are in no way intended as a substitute for professional medical advice, diagnosis, or treatment. If you have any concerns or questions about your health, you should consult with your doctor.
- 9.9. Silver Fit disclaims any liability from and in connection with this programme and the participation in the exercises provided in this programme is solely at your own risk.
- 9.10. As with any exercise programme, if at any point during your exercise programme you begin to feel faint, dizzy or experience any physical discomfort, you should stop immediately and consult your doctor.

10. Consent

- 10.1. I hereby consent to voluntary participation in the Silver Fit exercise programme
- 10.2. I understand that during my participation in the exercise programme, I will be asked to complete physical activities within a group class, unless symptoms such as fatigue, shortness of breath, chest discomfort, or similar occurrences appear. At that point, I understand that it is my complete right to decrease or stop the exercise and that it is my obligation to inform the Fitness Instructor of my symptoms.
- 10.3. I hereby state that I have been so advised, and I agree to inform the Fitness Instructor of my symptoms, should any develop.
- 10.4. Furthermore, I understand that the Fitness Instructor may reduce or stop my exercise programme if he/she feels that this should be done for my safety and benefit.
- 10.5. If I am taking any prescription medication, I will inform the Fitness Instructor and further agree to inform them of any changes made to my medication.
- 10.6. I confirm that I understand that with the exercise programme results cannot be guaranteed and that results also depend on how my body reacts to the exercise programme.
- 10.7. I confirm that I understand that my own behaviour may affect the effectiveness of the exercise programme. I agree to follow the instructions provided to me by the Fitness Instructor. If I do not do this, I undertake to not hold Silver Fit and its staff liable for any negative consequence.
- 10.8. I confirm that I will make use of Silver Fit's equipment, services and the facilities at my own risk and I hereby indemnify Silver Fit, its agents, instructors and/or staff from any claims of whatsoever nature for loss or damage to property and/or injuries or death suffered whilst engaging in any exercise programme at the designated facility or any other place where I may be participating.
- 10.9. I am aware that Silver Fit takes reasonable precautions to ensure my safety and welfare. If I suffer any damage or injury, I acknowledge that should emergency services or medical attention of any nature be required, Silver Fit, its agents, instructors and/or staff shall not, under any circumstances, make payment of such medical bills.
- 10.10. I hereby expressly waive any claim and indemnify Silver Fit, its agents, instructors and/or staff against any claims whatsoever in respect of any such damage or injury.
- 10.11. I confirm that I have disclosed the correct information to the best of my knowledge.
- 10.12. I understand that this information will assist my Fitness Instructor to treat me holistically and prevent adverse interactions between any medical conditions, medications, and exercise.