

ADULT TERMS AND CONDITIONS

LEGAL NOTICE: clients are required to accept the following terms & conditions.

1. Memberships/Programs/Products/Services are exclusive only to the client and are non-assignable, non-transferable and non-refundable. A client may not loan their membership card to be used by a third party. Maraleina Sports Resort (MSR) may assign the benefit of these agreements to any person, firm or company at any time without notice to the client. The client may be subject to any additional changes, located within the Maraleina Sports Resort at times and is subject to the Code of Conduct and any other policies as may be determined by Maraleina Sports Resort from time to time at its sole discretion.
2. MSR may terminate/void/cancel the client's membership/program/product/service without refund for any breach or failure to comply with the terms and conditions, code of conduct or by-laws/policies of Maraleina Sports Resort and seek further compensation for all loss and damage, including but not limited to legal costs suffered as a result of such failure or breach by a member.
3. MSR reserves the right to adjust the membership/program/product/service fee and benefits at any time and without notice. Any increase in the membership/program/product/service fee will only be effective after the existing membership/program/product/service period has expired.
4. No refund shall be given for any membership period/program/product/service when not in use.
5. All new membership/programs/products/services & membership/programs/products/services transfers are subject to the approval of the Management. Maraleina Sports Resort Management reserves the right to reject any application to Maraleina Sports Resort for any reason whatsoever.
6. Upon acceptance, the client will be issued a membership card (which shall remain the property of Maraleina Sports Resort) and the client shall be entitled to all the rights and privileges under the type of membership. If a membership card is lost or misplaced, the Management will issue a replacement card at a nominal fee.
7. Members are required to present their membership card each time they enter Maraleina Sports Resort and upon payment to obtain any discounts. Maraleina Sports Resort can refuse entry or discounts if the membership card is not presented; or due to capacity constraints.
8. Any client wishing to enter Maraleina Sports Resort without a valid membership card will only be admitted at the absolute discretion of the Management
9. Maraleina Sports Resort Management reserves the right to change any facilities of Maraleina Sports Resort, reserve or book sections of the facilities for special events or the carrying out of repair and maintenance. Compensation for the time lost or non-usage will not be entertained.
10. Maraleina Sports Resort reserves the right to charge clients and guests fees for using the facilities.

MEMBERSHIP/PROGRAM SUSPENSION

1. Only clients that have a 6 month or yearly contract may "SUSPEND" their memberships. Suspension periods are charged an administration fee of 1,000 THB (subject to change) per time. The Suspension period cannot be less than 14 days and no more than 2 months.
2. 6 month or yearly contracts are entitled to the following:
 - a. 6 month contracts can have 2 suspension periods.
 - b. Yearly contracts can have 3 suspension periods.
3. A client must notify Maraleina Sports Resort, with a completed Suspension form, 30 days before the first day of the suspending period. Membership will only be suspended when Maraleina Sports Resort receives the written Suspension form and the membership card.
4. Backdating suspensions are not allowed.
5. A written confirmation shall be issued by Maraleina Sports Resort to confirm the suspension period.
6. Clients may not use the Maraleina Sports Resort facilities during this suspending period.
7. Suspended memberships will be reactivated upon the expiry of the suspension period.
8. The number of suspended months will be extended by continuing from the current membership expiry date.
9. Clients are permitted to suspend for more than 3 months for the following reasons:
 - a. Injury/Illness (must provide medical documents).
 - b. There is medical evidence confirming that continuous fitness activities may directly harm the health or physical condition or cause mental disorders to the member.

MEMBERSHIPS/PROGRAMS/PRODUCTS/SERVICES TERMINATION

In the following circumstances, Maraleina Sports Resort management may terminate the membership/program/product/service of any client and the termination shall take immediate effect without the need to notify the client in advance:

1. If a client conducts any actions that jeopardise Maraleina Sports Resort's reputation, prestige, property or commercial interest.
2. If the client has committed any breach of these rules or of the Code of Conduct or relevant policies of Maraleina Sports Resort as are from time to time in force.
3. If any monthly membership fees or locker fees remain unpaid after the due date for payment.
4. If a client is found to have violated the privacy of any other client within the shower and/or the changing rooms or is caught in lewd or compromising actions.

5. If a client acts deliberately or with gross negligence, causing damage to Maraleina Sports Resort's exercise areas, tools or equipment or preventing them from normal use.
6. If a client acts in a manner that constitutes a trade or provision of services inside Maraleina Sports Resort, for instance, teaching exercise methods to other persons in the fitness gym, selling food, beverages, vitamins, drugs, food supplements or any other acts suggestive of seeking benefits the reform, etc. This includes using external companies or services via any method that may affect Maraleina Sports Resort.
7. If a client puts themselves or other persons at risk when using Maraleina Sports Resort's facilities, gym services or abuse or misuse of physical enhancement drugs, including but not limited to illegal use of drugs or drug overdose or intake of food and drug administration of unapproved drugs.
8. If a client deliberately commits a crime.
9. If a client behaves in a manner that disturbs the use of the services of other clients at Maraleina Sports Resort.
10. If a client is infected with severe contagious diseases.

In the following circumstances, the management may terminate a membership/program/service of any client and the termination shall take effect after the date outlined in the written notice:

1. If Maraleina Sports Resort thinks that the client is not suitable for continued membership/program/service at Maraleina Sports Resort.

A client whose membership/program/product/service is terminated by the Maraleina Sports Resort Management shall forfeit all privileges immediately without claiming any refund of his/her initial Start-up Fee, Monthly Membership dues, or any other payment made for whatever reason. Upon termination of their membership/program/product/service, the client shall return forthwith their membership card and any other evidence or property of membership provided to that client by the Maraleina Sports Resort and shall settle any outstanding debts.

MINIMUM AGE

The clients must be a minimum age of 13 years old to use the Fitness Center. All minors under the age of 18 must have a parent or guardian co-sign this agreement and an indemnity and waiver. Minors aged between, 13-18 year olds must comply with the following restrictions -

1. Access during staffed hours only
2. A waiver & all related membership forms are to be completed by the parent/guardian and the minor. Access will only be granted once this has been signed and validated by a Maraleina Sports Resort staff member.

13-15 year olds must be supervised by a parent, guardian or authorised adult.

The most up to date supervision requirements within Maraleina Sports Resort properties are covered in the Maraleina Sports Public Resort Supervision Chart. Please review, if applicable.

LIMITATIONS OF LIABILITY

In consideration for the Maraleina Sports Resort Management accepting their application for membership/program/product and and their becoming and remaining a client of Maraleina Sports Resort, the client agrees that:

1. Maraleina Sports Resort accepts no responsibility for loss, stolen passes or damage to members' or their guests' properties or for death or injuries sustained while on the premises. Members and their guests agree that no claims will be made against the Company, the Maraleina Sports Resort Management or the staff for any reason whatsoever.
2. Maraleina Co. Ltd and their respective partners, affiliates, sponsors, representatives, owners, officers, directors, agents, employees and assigns (hereinafter referred to as "**Maraleina Sports Resort**") shall not be held responsible for any claims, demands, injuries, damages or actions for negligence arising on account of death or due to injury, loss, damage or theft to a member's person or property arising out of or in connection with the use by a client of any of the services, facilities on the premises of Maraleina Sports Resort.
3. In case of life-threatening and serious injury, I authorize Maraleina Sports Resort personnel to provide and secure medical care for the applicant herein, or to transport such applicants to a medical or dental facility for treatment and I authorize such medical personnel to render such care they deem necessary. Care includes a physician, hospitalisation, investigation, surgery and medication. I agree to take responsibility for the incurred cost.
4. The client hereby holds Maraleina Sports Resort, associated companies, employees and agents harmless from all claims which may be brought against them by or on a member's behalf for any such injuries or claims aforesaid.
5. Any guest of a client or a temporary visitor to Maraleina Sports Resort shall agree to abide by Maraleina Sports Resort Code of Conduct and the same limitation of liabilities for a client shall apply.

WAIVER FOR MEDICAL TREATMENT

I authorize **Maraleina Sports Resort (defined as MSR)** personnel and their agents to provide or secure medical care for myself, or to transport myself to medical or dental facilities for treatment if unable to make decisions. Care includes a physician visit, hospitalization, surgery and medications. I authorize MSR staff or other medical personnel to render such treatment they deem necessary for my health. MSR is not responsible for any insurance. If any expenses occur due to my health problems, I must take responsibility for the incurred costs.

In the event of an emergency or medical situation, I authorise the staff and designated representatives of Maraleina Sports Resort to take any necessary action for the well-being and safety of myself. This may include, but is not limited to:

- Seeking emergency medical treatment from qualified healthcare professionals.
- Administering first aid and basic medical care as deemed necessary.
- Contacting emergency medical services, such as calling 191 or the local emergency hotline.
- Notifying me or the designated emergency contact immediately in case of a medical emergency.

PERSONAL BELONGINGS WAIVER

Although the best possible care will be taken, MSR cannot be liable for the loss, theft or destruction of any personal belongings.

MAINTAINING A HEALTHY ATMOSPHERE

Both clients and guests of clients must understand that for their health, safety and welfare, everyone must abide by all rules/policies and code of conduct formulated by MSR or by staff members. MSR reserves the right to send home anyone that staff believes, in their discretion, is injurious to themselves or others or offers or presents a safety concern or medical risk, is disruptive, or otherwise conducts him/herself in a manner detrimental to MSR. Use of illegal drugs, tobacco products or alcohol, sexual activity, theft, or disregarding instructions are examples of conduct that MSR considers detrimental, and which can lead to early dismissal from MSR.

MEDIA RELEASE

By enrolling in Maraleina Sports Resort activities, I understand that when participating in any activities the registered participant may be photographed for print, video or electronic imaging for promotional materials, publication on the Maraleina Sports Resort's website, and other published formats. Under no circumstances will Maraleina Sports Resort use or distribute such pictures for sales or profit purposes other than these specific purposes.

As part of the registration process all participants and/or legal guardians must agree to this Media Release to complete the registration.

I hereby give Maraleina Sports Resort the right and permission to publish the participant's photographic image for the specific purpose of publication to their website, social media and other promotional materials (e.g. web based publications, print advertisements, organization bulletins, etc). This is not an exhaustive list. In giving my consent, I hereby release and hold harmless Maraleina Co. Ltd and their respective partners, affiliates, sponsors, representatives, owners, officers, directors, agents, employees and assigns (hereinafter referred to as "**Maraleina Sports Resort**") from any

responsibility and liability. I understand that I will receive no compensation, should any photographs of the participant be used. Maraleina Sports Resort will not tag or identify any participant in any photography in print or online at any time.

I understand that I can withdraw my consent by contacting the Maraleina Sports Resort Customer Services Representatives.

Regulated by the **Act BE 2562 Personal Data Protection Act (PDPA)**

MARKETING RELEASE

By enrolling in Maraleina Sports Resort memberships or activities, I agree to receive marketing communications from Maraleina Sports Resort. I understand that I can withdraw my consent by contacting the Maraleina Sports Resort Customer Services Representatives.

CLIENT AGREEMENT

By purchasing/applying/participating in MSR Memberships/Programs/Products/Services, I am required to accept all the terms and conditions and other relevant policies put forth by Maraleina Sports Resort. I have read and agreed to comply with the Adult Terms and Conditions, Maraleina Sports Resort (MSR) Waiver, Code of Conduct, and any other policies of Maraleina Sports Resort.

Name:

Signature:

Date: