

THE CLOUD 9 FITNESS CENTER



8th Floor, Omprakash Arcade,, BEST plot, Dr. Ambedkar Udyan, Mumbai -
400071, Maharashtra, India

Phone: 02225200385/6, 9004711444

Alternet/Landline Number : 02225200385, 02225200386

Email: cloud9gym@gmail.com

GSTIN : 27BETPG5637M2ZQ

HSN Code: 999723

Rakesh YDL TEST
Email : rakesh@gmail.com

Invoice Number : C9/CH/9388
Invoice Date : 30-04-2024
Payment Status : Paid

Qty	Membership	Start Date	End Date	MRP	Net Price	CGST (9%)	SGST (9%)	Amount
1	GCS 1 MONTH	30-04-2024	29-05-2024	5000.00	Rs. 0.00	Rs. 0	Rs. 0	Rs. 0

Payment Details						Total	Rs. 0
Payment Date	Membership	Net Amount	CGST (9%)	SGST (9%)	Total Amount	Paid	Rs. 0.0
Total		Rs. 0.0	Rs. 0.0	Rs. 0.0	Rs. 0.0	Balance	Rs. 0.0

Total Amount In Words : Rupees Zero Only

Collected by & Signature

Gurjeet Gandhi

Terms & Conditions:

GENERAL: Member has joined The Cloud 9 Fitness Club location designated at the top of this Agreement. The Cloud 9 Fitness Club may allow Member to use its other facilities at its sole discretion. The Cloud 9 Fitness Club reserves the right to add or eliminate locations and facilities available to Member. The hours of operation will be set by The Cloud 9 Fitness Club and may be changed at any time in its sole discretion. The Cloud 9 Fitness Club is not required to continue any particular programs, facilities, services or equipments as part of its contractual obligations and may discontinue, change or modify the same in its sole and absolute discretion. The Cloud 9 Fitness Club expressly reserves the right to add, eliminate, or alter any program, equipment, furniture or fixture when deemed necessary or desirable in its sole discretion. The information on this Agreement is the property of The Cloud 9 Fitness Club. Membership does not confer on Member any ownership interest in The Cloud 9 Fitness Club or any of its property.

RULES & REGULATIONS: Member acknowledges the existence of and the need for rules and regulations governing use of The Cloud 9 Fitness Club's equipments and facilities and participation in programs and services (the "Rules & Regulations"). Member acknowledges member will adhere to the Rules and Regulations and agrees to comply with the Rules & Regulations as presently in effect or as they may hereafter be modified, amended or supplemented. The Cloud 9 Fitness Club reserves the right to modify, amend or supplement the Rules & Regulations from time to time in its sole discretion. The Cloud 9 Fitness Club may cancel Member's membership at any time for breach of the Rules & Regulations or generally undesirable behaviour, as determined by The Cloud 9 Fitness Club in its sole discretion, and Member will not be entitled to a refund of any portion of initiation fees or dues paid to the date of cancellation.

POSTING OF PETITIONS, NOTICES, POSTERS, ETC.: The circulating or posting of a petition, notice, poster, circular or statement of any kind is prohibited in or near The Cloud 9 Fitness Club facilities, unless such a document is first submitted and approved by the management of The Cloud 9 Fitness Club.

LIABILITY FOR PERSONAL PROPERTY: The Cloud 9 Fitness Club shall not be liable to member or any of Member's guest or invitees for any personal property that is damaged, lost or stolen while on or around The Cloud 9 Fitness Club's premises including, but not limited to, a vehicle or its contents or any property left in the locker. Member shall be liable to The Cloud 9 Fitness Club for any damage to The Cloud 9 Fitness Club's facilities and any equipment, furniture or fixture located thereon caused by Member or any of Member's guest or invitees.

PAYMENT DEFAULT: If member fails to pay any amount when due under this Agreement, The Cloud 9 Fitness Club shall be entitled, at any time in its sole discretion, to suspend or cancel Member's membership and to require Member to immediately pay all past due balances. Suspension or cancellation shall not relieve Member from their obligation to pay any unpaid balances. Any payments owing from Member to The Cloud 9 Fitness Club that are not received when due shall bear interest at the highest rate permitted by law. If Member fails to pay any amount to The Cloud 9 Fitness Club when due, Member shall pay all costs and expenses of collection incurred by The Cloud 9 Fitness Club, including reasonable attorney's fees and expenses.

HEALTH REPRESENTATIONS & AGREEMENTS: Member represents and warrants to The Cloud 9 Fitness Club that Member is in good physical condition and has no medical reason or impairment that could prevent Member from his or her intended use of The Cloud 9 Fitness Club's facilities. Member acknowledges that The Cloud 9 Fitness Club has not given Member any medical advice before Member joined The Cloud 9 Fitness Club and cannot give Member any such advice after Member joins The Cloud 9 Fitness Club, whether related to Member's physical condition and ability to use the facilities and services of The Cloud 9 Fitness Club or otherwise. Member acknowledges and agrees that Member will discuss any health or medical concerns with Member's physician or other health professional prior to and while using The Cloud 9 Fitness Club's facilities.

MISCELLANEOUS: (i) This Agreement shall be governed under Mumbai Jurisdiction with regard to principles of conflicts of laws, (ii) this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, (iii) this Agreement and the rights and obligations hereunder shall not be assignable or transferable by Member without the prior written consent of The Cloud 9 Fitness Club. Consent maybe withheld in The Cloud 9 Fitness Club's absolute discretion, and (iv) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable laws, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable.

NO OTHER RIGHT TO CANCEL, INCLUDING FOR NON-USE OF FACILITIES: Agreement is not cancellable by Member under any circumstances including but not restricted to, by reason of Member's failure to utilize the facilities of The Cloud 9 Fitness Club.

AUTHORITY TO MODIFY CONTRACT: Employees are not authorized to make any changes to this Agreement or to make any independent Agreement with any member. Member likewise cannot make alterations or changes to this Membership Agreement.

WAIVER OF LIABILITY: MEMBER ACKNOWLEDGES THAT THE USE OF THE CLOUD 9 FITNESS CLUB'S FACILITIES, EQUIPMENT, MERCHANDISE, SERVICES AND PROGRAMS (INCLUDING PERSONAL TRAINING) INVOLVES AN INHERENT RISK OF PERSONAL INJURY TO MEMBER AND MEMBER'S GUESTS AND INVITEES. MEMBER VOLUNTARILY AGREES TO ASSUME ALL RISKS OF PERSONAL INJURY TO MEMBER, MEMBER'S SPOUSE, CHILDREN, UNBORN CHILDREN, OTHER FAMILY MEMBERS, GUESTS OR INVITEES AND WAIVES ANY AND ALL CLAIMS OR ACTIONS THAT MEMBER MAY HAVE AGAINST THE CLOUD 9 FITNESS CLUB OR ANY OF ITS ASSOCIATED COMPANIES, FIRMS, PROPRIETORSHIPS AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, PROPRIETORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FOR ANY SUCH PERSONAL INJURY (AND NO SUCH PERSON OR ENTITY SHALL BE LIABLE TO MEMBER, MEMBER'S SPOUSE, CHILDREN, UNBORN CHILDREN, OTHER FAMILY MEMBERS, GUESTS OR INVITEES FOR ANY SUCH PERSONAL INJURY), INCLUDING, WITHOUT LIMITATION: (I) INJURIES ARISING FROM USE OF ANY EXERCISE, EQUIPMENT, MACHINES, PROPERTY OR PERSONAL TRAINING SERVICES; (II) INJURIES ARISING FROM PARTICIPATION IN SUPERVISED OR UNSUPERVISED ACTIVITIES AND PROGRAMS IN EXERCISE ROOMS, GYM AREA, FUNCTIONAL AREA, CHANGING ROOM, OR OTHER AREAS OF THE CLOUD 9 FITNESS CLUB, (III) INJURIES ARISING FROM THE CLOUD 9 FITNESS CLUB'S NEGLIGENCE, WHETHER DIRECT OR INDIRECT, (IV) INJURIES, DISEASE, INFECTION OR MEDICAL DISORDERS RESULTING FROM EXERCISING AT ANY CLOUD 9 FITNESS CLUB, INCLUDING HEART ATTACKS, STROKES, HEAT STRESS, SPRAINS, BROKEN BONES, AND TORN OR DAMAGED MUSCLES, LIGAMENTS, OR TENDONS; AND (V) ACCIDENTAL INJURIES WITHIN ANY CLOUD 9 FITNESS CLUB FACILITIES, INCLUDING LOCKER ROOMS, STEAM ROOM, SHOWER & DRESSING ROOMS, OR ANY OTHER PROPERTY WHATSOEVER. MEMBER ALSO WAIVES ALL CLAIMS AGAINST THE CLOUD 9 FITNESS CLUB, ANY OF ITS ASSOCIATED COMPANIES, FIRMS, PROPRIETORSHIPS AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, PROPRIETORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FOR ANY CLAIMS MEMBER MAY HAVE UNDER THE CONSUMER PROTECTION ACT OR ANY OTHER SIMILAR STATUTES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND MEMBER'S MEMBERSHIP.

ASSUMPTION OF RISK AND INDEMNIFICATION: Member acknowledges that (i) The Cloud 9 Fitness Club does not manufacture any of the fitness or other equipment at its facilities and (ii) The Cloud 9 Fitness Club does not manufacture any vitamins, food products, sports drinks, nutritional supplements or other products sold at its facilities; accordingly, neither The Cloud 9 Fitness Club nor any of its associated companies, firms, proprietorships and any of their respective officers, directors, proprietors, employees_gym, agents, successors and assigns shall be held liable for any such defective equipment or products. Member shall indemnify The Cloud 9 Fitness Club, its associated companies, firms, proprietorships and any of their respective officers, directors, proprietors, employees_gym, agents, successors and assigns (an "indemnified Party") and save and hold each of them harmless against and pay on behalf of or reimburse any such indemnified party as and when incurred for any losses which such indemnified party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of any claim that is the subject of the waiver set forth above. The provisions of this paragraph shall survive the termination of this Agreement and Member's Membership.

Date : 30-04-2024

Invoice Number : C9/CH/9388

Member Name : Rakesh YDL TEST