

**CITY RISE HOTEL FITNESS CENTRE  
MEMBERSHIP TERMS & CONDITIONS**

**1 Membership Terms**

- Membership grants access to the gym, swimming pool, and sauna only.
- Membership is personal, non-transferable, non-refundable, and may not be loaned to others.
- Membership cards remain the property of City Rise Hotel Fitness Centre.
- A replacement fee of RM50.00 is applicable for lost or damaged membership cards.
- Minors aged 12–17 must have a parent/guardian complete a Parental Consent Form in person. They must also be accompanied by an adult member at all times while using the facilities.

**2 Membership Fees**

- Monthly and yearly subscription fees must be paid in advance using the payment method indicated in the Membership Application Form (e.g., credit card, debit card, or online transfer).
- No refunds or waivers will be granted for non-attendance.
- Membership fees include Malaysia Sales & Service Tax (SST), where applicable. Changes in SST rates may affect membership fees accordingly.

**3 Termination of Membership**

- Written notice is required at least seven (7) working days prior to the next billing period for cancellation of yearly memberships.
- A Cancellation Receipt/Form will be provided to acknowledge the request.
- No refunds are provided for cancellation of monthly memberships.
- Verbal, social media, or private message requests for cancellation will not be accepted.
- Upon termination, the membership card must be returned to management.

**4 Membership Agreement / Contract**

- Contracts are available in both paper and digital formats.
- Digitally signed contracts are legally valid and enforceable.
- Members will receive a digital copy via email upon joining. A paper copy may be requested.
- Paper contracts are at the discretion of City Rise Hotel and will be scanned and attached to the member's profile.

**5 Physical Condition of Members**

- Staff are not medically qualified. Members are advised to consult a doctor before commencing any exercise program.
- Members should monitor their physical condition and exercise within their personal limits.
- Members with infections, contagious illnesses, or open wounds may not use the facilities.
- Members warrant they are in good health and fit for exercise.
- Use of facilities is at members' own risk. City Rise Hotel is not responsible for members' safety or well-being at all times.

**6 Gym, Swimming Pool & Sauna Rules**

- Membership cards must be shown at the Front Desk for access to Level 16 (Fitness Centre, Swimming Pool, and Sauna).
- Memberships are non-transferable. Unauthorized access may result in denial of entry.
- Alcohol, illicit drugs, and steroids are strictly prohibited on hotel premises.
- Smoking or vaping is only permitted in designated smoking areas.
- No recording is permitted in changing rooms, saunas, or showers.
- Members must wear a top when exercising outside of the swimming pool, sauna, or changing room.
- Closed footwear is required except in the swimming pool, sauna, and changing room.
- Excessive public displays of affection are discouraged.
- Equipment must be used appropriately and returned to its original location after use.
- Members may be liable for any damage to hotel property.
- Towels and pool floats must be returned to staff. Failure to do so may result in a replacement charge.
- Lockers are for day-use only and may not be used overnight.
- Only one ladle of water may be poured onto sauna stones at a time.
- Nudity, including skinny dipping and nude sunbathing, is strictly prohibited.
- Proper swimming attire must be worn in the pool.
- Additional rules may be displayed on-site. Repeat violations may lead to suspension or termination of membership without a refund.

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Your physical condition when using the Gym, Swimming Pool & Sauna

- Physical exercise involves an inherent risk of injury.
- All facilities are used entirely at your own risk.
- Our staff are not medically qualified. We strongly recommend that you consult a doctor or licensed physician prior to beginning any exercise or physical activity.
- You are responsible for monitoring your physical condition at all times. Exercise or swim at a level appropriate to your own physical capabilities. If you experience any unusual symptoms, stop immediately and seek medical assistance.
- You acknowledge that City Rise Hotel Fitness Centre may be understaffed at certain times. You agree that you do not expect City Rise Hotel Fitness Centre staff to be responsible for your safety and wellbeing at all times.
- By using the facilities, you warrant and represent that you are in good physical condition and know of no medical or other reasons that would prevent you from safely engaging in either active or passive forms of exercise. You further warrant that participation in such activities will not be detrimental to your health, safety, comfort, or physical condition.
- You must not enter the premises or use the facilities if you are suffering from any infectious or contagious illness or disease, or in any circumstance where your use of the facilities may pose a risk to the health, safety, or comfort of other members.

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**Photography and Videography Policy**

**a) Respect for Privacy**

Photography and videography within the facility must always respect the privacy of all members. Any form of recording without the explicit consent of the individuals involved is strictly prohibited.

**b) Consent Requirement**

Members or visitors who wish to capture photos or videos that may include other individuals must obtain their explicit and informed consent. This applies to both casual and professional recordings.

**c) Consent Procedure**

- Individuals must be clearly informed of the purpose of the recording.
- Consent should be obtained verbally or in writing prior to recording.
- For group classes or activities, consent must be obtained from all participants or coordinated through the class instructor or management.

**d) Management Recording**

The management may occasionally carry out photography or videography for promotional, marketing, or documentation purposes. Members will be notified in advance, and consent will be obtained if individuals are clearly identifiable in the content.

**e) Right to Refuse or Withdraw Consent**

All members have the right to refuse being recorded or photographed. Members may also withdraw their consent at any time, and all reasonable efforts will be made to exclude or remove their image from any published or stored media.

**f) Policy Violations**

Any violation of this policy may result in disciplinary action, including but not limited to, suspension or termination of membership privileges.

**9 Notice Pursuant to the Personal Data Protection Act 2010 (PDPA 2010)**

**a) Introduction**

This notice is issued by City Rise Hotel Fitness Centre, including its subsidiaries, affiliates, licensees, associated companies, and related corporations, in compliance with the Personal Data Protection Act 2010 ("the Act"). The Act governs the processing of personal data in commercial transactions. For the purposes of this notice, the terms "personal data" and "processing" shall have the meanings as defined in the Act.

**b) Statement of Practices**

- Types of Personal Data Collected  
Personal data may include, but is not limited to:
  - Full name
  - Identity card or passport number
  - Email address and telephone number
  - Correspondence and/or billing address
  - Payment information
  - Emergency contact details
  - Passport-sized photo (for identification)
  - Age and gender
  - Health-related information relevant to fitness center usage

**ii) Source of Collection**

Your personal data is collected directly from the information you provide to us upon registration or during your interaction with our services.

**iii) Purposes of Collection, Use, Disclosure, and Processing**

You acknowledge, understand, and consent to the collection, use, and processing of your personal data for the following purposes:

- To process, administer, and manage your City Rise Hotel Fitness Centre membership
- To handle transactions, including processing payments and maintaining accurate payment records
- To communicate with you via phone, SMS, email, or post regarding matters related to your membership
- For internal administrative and record-keeping purposes
- To comply with legal requirements and regulatory obligations
- To assert or defend legal rights, including managing or resolving complaints or claims

**iv) Access and Correction of Personal Data**

Subject to any applicable legal restrictions, you may request to access or correct your personal data, or to limit its processing, by contacting us at:

**City Rise Hotel Fitness Centre**

Lot 1738 & 1783, Block 9, MCLD

Jalan Brooke, 98000 Miri, Sarawak

Email: enquiry@cityrise.com.my

Phone: 085-436 999

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**Limitation of Liability**

In consideration of City Rise Hotel Fitness Centre accepting your application for membership, you agree to the following:

- City Rise Hotel Fitness Centre accepts no responsibility for the loss or damage to members' or guests' personal belongings, or for any death or injury sustained on the premises. Members and their guests agree that no claims shall be made against City Rise Hotel (managed by Chiong Ho Ling Sdn. Bhd.), its licensees, or staff, for any reason whatsoever.
- City Rise Hotel Fitness Centre, its holding and associated companies, employees, and management shall not be liable for any claims, demands, injuries, damages, or actions arising out of negligence, including but not limited to, death, injury, loss, damage, or theft occurring on the premises. Members agree to hold harmless the aforementioned parties from any such claims made on their behalf or by third parties.
- Members agree to comply with all gym, swimming pool, and sauna rules and regulations. The limitation of liability extends to all members and guests.
- You acknowledge and accept that use of the facilities involves risk of injury, whether caused by yourself or another person. You confirm that you have consulted with a certified medical professional before commencing any exercise or wellness program.

You agree to hold City Rise Hotel (owned and managed by Chiong Ho Ling Sdn. Bhd.), its employees, directors, and management harmless from any liabilities resulting from injury, including but not limited to personal, physical, or mental injury, economic loss, or any other damage to yourself or others (including your spouse, unborn child, relatives, or third parties) resulting from your use of the facilities or your actions.

If any claim is made in connection with your conduct or that of your guests, you agree to:

- Defend City Rise Hotel, its employees, directors, and management from such claims and bear all related costs, including legal fees;
- Indemnify City Rise Hotel and its affiliates from any resulting liabilities;
- Hold City Rise Hotel harmless from any claims, lawsuits, or obligations arising therefrom.