



**Zenergy Fitness Australia Pty Limited** (ACN 121 309 804)

PO Box 5003

KAHIBAH NSW 2290

Phone: 1300 662 499

## WAIVER and RELEASE of LIABILITY

### Important – Read Before Signing

You should not sign this document unless you have read it and understood its terms and conditions. By signing this agreement, you assume all risks and agree to waive your legal rights, including the right to sue.

Name of Participant: \_\_\_\_\_

Age: \_\_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Home Phone: \_\_\_\_\_

Mobile: \_\_\_\_\_

Home Address: \_\_\_\_\_

State: \_\_\_\_\_

Postcode: \_\_\_\_\_

Emergency Telephone # 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

Is the Participant taking any medication? If so, list below:

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#### Warning of Risk

1. The Participant acknowledges that there can be certain risks of injury to them or third parties associated with their participation in the selected activities.
2. The Participant knows that "Zenergy Fitness" staff or contractors are not medical practitioners and that they cannot provide advice as medical practitioners.
3. The Participant knows that they should seek medical advice from a medical practitioner before participating in selected activities.
4. The Participant is aware that certain medical problems may arise if they undertake and participate in the selected activities without obtaining advice from a medical practitioner beforehand.
5. There may be no or inadequate facilities for treatment or transport of the Participant if they are injured.
6. Personal property of the Participant may be lost or damaged.
7. The Participant agrees to participate in the selected activities at their own risk and responsibility.
8. The Participant acknowledges that by participating in the selected activities there may be consequential injury to the Participant, damage to the property of the Participant or third parties.
9. The Participant acknowledges that they may suffer injury whilst merely observing or being in proximity to the site where the selected activities are being carried out.
10. The Participant agrees that they will abide by the rules for participating in the various activities on the site of "Zenergy Fitness" and as instructed offsite.
11. The Participant agrees to follow the instructions of "Zenergy Fitness". The Participant also agrees that if they fail to follow instructions from staff and any rules of "Zenergy Fitness" in respect of the various activities, the Participant may not be permitted to participate in the selected activities any further and without a refund. In addition, they may be further exposed to risk of injury, loss or damage.
12. The Participant agrees to indemnify "Zenergy Fitness" against and save it harm from any and all damages, actions, claims, judgments, cost of litigation and attorney fees which may result from the Participant's use of, or presence upon, the property or facilities of "Zenergy Fitness" including damage to the equipment of "Zenergy Fitness" and owners property.
13. I hereby authorize the staff at "Zenergy Fitness" to act for me according to their best judgment in any emergency requiring medical attention. All medical expenses incurred will be the responsibility of the Participant or the Participant's family. I certify to "Zenergy Fitness" that I have no physical conditions or mental impairment that would be affected by the participation in the activities of "Zenergy Fitness".
14. I permit "Zenergy Fitness" to use any photographs, videotapes, motion pictures, recordings or any other records taken while I am on the premises of "Zenergy Fitness" engaged in any activity or event sponsored, promoted or organized by "Zenergy Fitness" for publicity, advertising or any legitimate purposes.
15. I agree that this Agreement shall apply to my participation in any and all "Zenergy Fitness" activities and programs, including and not limited to Zenergy Fitness Camp, Zenergy Boxing, Get Fit and Run clinic Fitness programs, activities and activities directed by any representative of "Zenergy Fitness". This agreement shall apply to all my future visits to "Zenergy Fitness".

RELEASE AND INDEMNITY

1. In consideration of "Zenergy Fitness" permitting me to participate in selected activities, I agree to release and indemnity "Zenergy Fitness" as follows:-
  - i. I assume the risk and responsibility of any injury arising from my participation in the selected activities.
  - ii. I release, indemnify and hold harmless "Zenergy Fitness", its servants, agents and owners of the premises 9 Frederick Street, Dudley from and against all and any actions and claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused by me or my property whether by negligence, breach of contract or in anyway whatsoever.
2. I also agree that in the event that I am injured or suffer damaged, I will bring no claim, legal or otherwise against "Zenergy Fitness" in respect of that injury or damage.
3. Before signing this document I read and understand it and know that it affects my legal rights.

Additional Warning of Risk

Despite careful and proper preparation ,instructions, medical advice, conditioning and equipment there is still risk of serious injury or death. Not all hazards and dangers can be foreseen.

I have read the above statement, recognise and acknowledge that there are risks of physical injury to participants of this program. I voluntarily agree to assume the risk or any injuries, damages or loss, regardless of severity that my minor child/ward or I may sustain as a result of being a participant in the activities connected with or associated with this program/activity.

I do hereby fully release and forever discharge all parties from any and all claims for injuries, damages, or loss that my accrue to my minor child/ward or me and arising out of , connected with, or in any way associated with these activities.

I have read and fully understand the above information and warning or risk statements. I have also read the above and explained it to my minor child/ward. I do hereby release all parties from any liability arising out of or connected to this program.

IMPORTANT - READ BEFORE SIGNING

**YOU SHOULD NOT SIGN THIS DOCUMENT UNLESS YOU HAVE READ IT AND UNDERSTOOD ITS TERMS AND CONDITIONS. BY SIGNING THIS AGREEMENT, YOU ASSUME ALL RISKS AND AGREE TO WAIVE YOUR LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

BY SIGNING THIS WAIVER AND ASSUMPTION OF RISK AND RELEASE, I ACKNOWLEDGE ITS CONTENTS. I AGREE TO BE BOUND BY THE TERMS OF THE RELEASE AND UNDERSTAND THAT ANY AND ALL RISKS, WHETHER KNOWN OR UNKNOWN, ARE EXPRESSLY WAIVED IN ADVANCE. I CERTIFY THAT MY PARTICIPATION IS COVERED BY INSURANCE TO COVER ANY INJURY OR DAMAGES I MAY SUFFER OR CZUSE, OR ELSE I AGREE TO BEAR THE COSTS FOR SUCH INJURY OR DAMAGE TO OTHERS OR MYSELF. I HAVE SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

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Participants and spectators under age 18 at the time of registration must also have a parent or legal guardian sign below.

IMPORTANT - READ BEFORE SIGNING

**YOU SHOULD NOT SIGN THIS DOCUMENT UNLESS YOU HAVE READ IT AND UNDERSTOOD ITS TERMS AND CONDITIONS. BY SIGNING THIS AGREEMENT, YOU ASSUME ALL RISKS AND AGREE TO WAIVE YOUR LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

This is to certify that I, as parent/guardian with legal responsibility for this Participant or Spectator, do consent and agree to his/her release as provided above. I release and indemnity "Zenergy Fitness" from any and all claims, actions, demands and liabilities arising from my Minor child's involvement or participation in the programs provided above, even IF ARISING FROM THE NEGLIGENCE OR BREACH OF CONTRACT OF "Zenergy Fitness" to the fullest extent permitted by the law.

Parent/Guardian's Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

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