

ACKNOWLEDGEMENT RELEASE AND ASSUMPTION OF RISK

Warning

This is an important document, which affects your legal rights and obligations. Please read it carefully and do not sign it unless you understand it. If you have any questions please ask.

Participant name: _____ Date of Birth: ____/____/____
(If under 18 years, parent or guardian to also sign)

Address: _____

Suburb: _____ State: _____ Postcode: _____

Acknowledgement of Risks, Injury and Obligations

I acknowledge that the activities I am to undertake have potential dangers and by participating in them I am exposed to certain risks. I acknowledge and understand that whilst participating in such activities:

- I may be injured, physically, mentally, or may die.
- Any physical conditions I may have, of which I may or may not be aware, of which I may or may not have disclosed to Personal Best or its staff, may be aggravated or worsened by my participation.
- My personal property may be lost or damaged.
- Other persons participating in such activities may cause me injury or may damage my property.
- I may cause injury to other persons or damage their property.
- The conditions in which activities are conducted may vary without warning.
- There may be no or inadequate facilities for treatment or transport of me if I am injured.

I assume the risk of, and the responsibility for any injury, illness, death or loss or damage to property resulting from my participation in any activities.

Release and Indemnity to the Fitness Studio Operator

In consideration of the acceptance of my payment (or guest status) for participating in any activity (and except to the extent that Personal Best may be precluded by statute) I agree to release and indemnify the Personal Best directors, owners, operator, its employees, agents and contractors as follows:

- I participate in the activities at my sole risk and responsibility.
- I release, indemnify and hold harmless the Personal Best directors, owners, operator, its employees, agents and contractors, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of arising out of any injury, loss, damage or death caused to me or my property in any way whatsoever.

I also agree that in the event that I am injured or my property is lost or damaged, I will bring no claim, legal or otherwise, against the Personal Best directors, owners, operator, its employees, agents and contractors, in respect of that injury, loss or damage. Before signing this document I have read and understand it and know how it affects my legal rights.

Signed by: _____ Date: ____/____/____

WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

I, _____ being a parent or legal guardian of the person named in this
(Print name)

Acknowledge and Release hereby acknowledges and agrees:

- I have read the whole document and understand it;
- I consent to the person, named in this Acknowledgement and Release, participating in the activity; and
- I am aware of the risks, dangers and obligations set out above in this acknowledgement and release.

In consideration of the person named in this Acknowledgement and Release, participating in any activity I agree to release and indemnify the Personal Best directors, owners, operator, its employees, agents and contractors, in the same manner and to the same affect and extent as if I were the person first named in this Acknowledgement and Release and the person participating in any of the activities.

Signature of Parent/ Guardian: _____ Date: ____/____/____