

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: _____ Postcode: _____
Daytime Phone: _____ Email: _____

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 any 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 the centre 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.
- I may be injured or die or suffer damage to my property as a result of the negligence or breach of contract of the fitness centre operator, its servants or agents.
- 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 property resulting from my participation in any activities.

Release and Indemnity to the Fitness Centre Operator

In consideration of the acceptance of my payment (or guest status) for participating in any activity (and except to the extent that the centre may be precluded by statute) I agree to release and indemnify the Fitness Centre operator and staff as follows:

- I participate in the activities at my sole risk and responsibility.
- I release, indemnify and hold harmless the Fitness Centre operator, its servants and agents, 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 whether by negligence, breach of contract or 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 Fitness Centre operator or its servants and agents, 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)

Acknowledgement and Release hereby acknowledge and agree:

- 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 being accepted to participate in any activity I agree to release and indemnify the Fitness Centre operator, its servants and agents, in the same manner and to the same effect 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: _____