

Trainer: \_\_\_\_\_

Date: \_\_\_\_\_

## WAIVER AND POLICY DOCUMENT ACKNOWLEDGEMENT RELEASE AND ASSUMPTION OF RISK

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Personal Email:** \_\_\_\_\_

**Mobile Phone No:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

Other uses and disclosures of personal information are set out below. If you do not want us to use your information in one of these ways please tick the box next to that item.

| Uses of personal and sensitive information                                              | NO |
|-----------------------------------------------------------------------------------------|----|
| Communicating with health professionals                                                 |    |
| Anonymously, for research projects we may undertake                                     |    |
| Contacting you to keep you motivated and on track                                       |    |
| Informing you about our social activities                                               |    |
| Keeping you updated on new or changed services                                          |    |
| Forwarding follow-up materials from your sessions, newsletters and satisfaction surveys |    |

If at any time you wish to change our permitted use of your personal and sensitive information please inform us in writing.

### QUESTIONS:

**Where did you hear about us?** \_\_\_\_\_

**If you were referred, who told you about our services?**

\_\_\_\_\_  
\_\_\_\_\_

**What would cause you to stop training with us?**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## WARNING:

**THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED THAT YOU UNDERSTAND IT. IF YOU HAVE ANY QUESTIONS PLEASE ASK YOUR REPRESENTATIVE.**

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## ACKNOWLEDGEMENT OF RISKS, INJURY AND OBLIGATIONS

I acknowledge that the activity I am to undertake is a dangerous activity and that by participating in it I am exposed to certain risks.

I acknowledge and understand that whilst participating in such activity:

- I may be injured, physically or mentally, or may die
- My personal property may be lost or damaged
- Other persons participating in such activity may cause me injury or may damage my property
- I may cause injury to other persons or damage their property
- The conditions in which activity is conducted may vary without warning
- I may be injured or die or suffer damage to my property as a result of negligence or breach of contract of Beyond Personal Training Australia P/L.
- There may be no or inadequate facilities for treatment or transport of my if I am injured
- I assume the risk of and responsibility for any injury, death or property damage resulting from my participating in the activity

## ACKNOWLEDGEMENT RELEASE AND ASSUMPTION OF RISK

In consideration of the acceptance of my payment in the activity (and except to the extent that the same may be precluded by statute) I agree to release and indemnify Beyond Personal Training Australia P/L.

- I participate in the activity at my sole risk and responsibility
- I release, indemnify and hold harmless Beyond Personal Training Australia P/L, 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 or arising out of injury, loss damage or death caused by me or my property in any way, whatsoever.

I also agree that in the event that I am injured or my property is damaged, I will bring no claim, legal or otherwise, against Beyond Personal Training Australia P/L in respect of that injury or damage.

I acknowledge that I have either had a physical examination and been given my physician's permission to participate, or that I have decided to participate in activity and use of equipment without the approval of my physician and assume all responsibility for my participation and activities, and utilization of equipment in my activities.

Finally, I acknowledge and agree that no warranties or representatives have been made to me by any representative of Beyond Personal Training Australia P/L regarding the results I will or may achieve from any program conducted by Beyond Personal Training Australia P/L. I understand that results are individual and may vary.

**Before signing this document I have read and understood and know it affects my legal rights.**

|         |                   |
|---------|-------------------|
| Date    | Trainer Signature |
| Witness | Client Signature  |

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## WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

I,..... Being the parent or guardian of the person named in this acknowledgement and release hereby acknowledge and agree:

- I have read the whole of this 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 the acknowledgement and release.

In consideration of the person named in this Acknowledgement and Release being accepted to participate in the activity I agree and indemnify Beyond Exercise Studio in the same manner and to the same effect and extent as if I were the person first named in the Acknowledgement and Release and the person participating in the activity.

Signature of Parent/Guardian:\_\_\_\_\_Date:\_\_\_\_\_