

PHYSIOSPORTS GROUP WAIVER FORM AND RELEASE FOR PARTICIPATION IN CLASSES

Please read this disclosure statement carefully, complete the requested details below truthfully and sign in the appropriate spaces.

I understand and agree that this is a legal document between Physiosports United ACN 144 585 491 (henceforth in the document referred to as Physiosports) and myself that affects my rights.

I acknowledge and agree that use of Physiosports exercise facilities and equipment and, my participation in Physiosports exercise program(s) is conditional upon my agreement to each term of this document. I acknowledge and agree as follows:

1. Physiosports has explained to me how to properly and safely use its exercise class and equipment and how to safely perform the exercise programs in which I am participating.
2. The use of Physiosports online exercise class is inherently risky and involves risk of personal injury (including death).
3. I participate in Physiosports exercise program(s) voluntarily, at my own risk and with full appreciation of the nature and extent of all risks may result, and I voluntarily assume the full risk of any injuries (including death), damages or loss which I may sustain as a result.
4. Only registered people with Physiosports are entitled to use the Physiosports exercise facilities and equipment and to participate in exercise programs developed by Physiosports.
5. I will only perform Physiosports exercise program(s) for which I have received instruction from Physiosports and in the manner in which I have been so instructed.
6. At the time of receiving instruction on the use of the Physiosports exercise program(s). I have disclosed all pre-existing injuries and/or diseases suffered by me and any other relevant health information that relates to my capacity to use the Physiosports exercise facilities and equipment or participate in the program.
7. If at any time while using Physiosports exercise facilities or equipment or participating in Physiosports exercise program(s), I feel pain, discomfort or injury, I will immediately cease the activity and seek advice from Physiosports staff.
8. If I have any questions or concerns arising from my use of Physiosports exercise program, I will immediately seek assistance from Physiosports staff.
9. In consideration of Physiosports allowing me to use its exercise program(s), I waive all of my legal rights of action against and fully release and discharge Physiosports, its successors, transferees, assignees, directors, agents, officers, employees, servants, associated entities and related bodies corporate from loss, damages, injury or death howsoever arising out or in relations to that use of participation including without limitation, liability for any negligent or tortious act or omission, breach of statutory duty on the part of Physiosports, its successors, transferees, assignees, directors, associated entities and related bodies corporate.
10. By signing this waiver form and release I acknowledge that I have read this document and fully understand, accept and agree with its contents.

NAME OF PARTICIPANT:

SIGNATURE OF PARTICIPANT OR PARENT/GUARDIAN (IF UNDER 18):

DATE:

WARNING UNDER THE FAIR TRADING ACT 1999

Under the Australian Consumer Law (Victoria) several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

- are rendered with due care and skill and
- are reasonably fit for any purpose which you, either expressly or by implication make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under s 32N of the Fair Trading Act 1999 the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not in accordance with these guarantees are excluded, restricted or modified in the way set out in this form.

NOTE The change to your rights as set out in this form does not apply if your death or injury is due to gross negligence on the suppliers part. Gross negligence is defined in the Fair Trading (Recreational Services) Regulations 2004.

NAME OF PARTICIPANT:

NAME OF PARENT/GUARDIAN (IF PARTICIPANT IS UNDER 18):

ADDRESS:

SIGNATURE OF PARTICIPANT OR PARENT/GUARDIAN (IF PARTICIPANT IS UNDER 18):

MEDICAL DISCLAIMER

1. Medical History:
(Current Conditions)

2. Current Medications:

3. Current Injuries / Current Treatment:

4. Past History of Injury:

5. Current Level of Exercise:
(Please List Activities Performed and Frequency of Participation over the last 4 weeks)

6. Name of Participant:

SIGNATURE OF PARTICIPANT OR PARENT/GUARDIAN (IF UNDER 18):

DATE: