

WAIVER AND RELEASE

Because physical exercise can be strenuous and subject to risk of serious injury, CYTraining urge you to obtain a physical examination from a doctor before beginning any exercise or training program. You agree that by participating in these physical exercise sessions or personal training activities, you do so entirely at your own risk. This includes, without limitation:

- (a) your use of all amenities and equipment in the facility and any off site location and your participation in any activity, class, program, personal training or instruction;
- (b) the sudden and unforeseen malfunctioning of any equipment; or
- (c) my instruction, training, supervision, or dietary or food supplement recommendations.

You agree that you have been informed of, understand and are aware that strength, flexibility and aerobic exercise, including the use of equipment, is a potentially hazardous activity. You agree that you have been informed of, understand and are aware that fitness activities involve a risk of injury, including a remote risk of death or serious disability and that you are voluntarily participating in these activities and using equipment and machinery with full knowledge, understanding and appreciating the dangers involved. You hereby agree to expressly assume and accept any and all risks of injury or death.

You expressly agree to release and discharge me as your personal trainer or instructor, and from any and all claims or causes of action. This waiver and release of liability includes, without limitation, all injuries to you which may occur, regardless of negligence.

You acknowledge that you have carefully read this waver and fully understand that it is release of liability. You agree to voluntarily give up and right that you may otherwise have to bring a legal action against me as your personal trainer or instructor for negligence, or any other personal injury or property damage or loss action.

Release and Indemnity

Under the Australian Consumer Law (Victoria) several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that CYTraining is required to ensure that the recreational services it supplies:

- (a) are rendered with due care and skill; and
- (b) are reasonably fit for any purpose which you, either expressly or by implication, make known to CYTraining; and
- (c) might reasonably be expected to achieve any result you have made known to CYTraining

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, CYTraining is entitled to ask you to agree that these statutory guarantees do not apply to you. If you agree and accept this document, you will be agreeing that your rights to sue CYTraining under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this document.

You accept that your use of the facilities provided by CYTraining is at your own risk and you acknowledge the use of the facilities may involve risk or injury, whether caused by you or another party. By accepting this agreement you agree that CYTraining will not be liable for any personal injury suffered on its premises, or from using its facilities or equipment.

NOTE: The change to your rights, as set out in this document, does not apply if your death or injury is due to gross negligence on the part of CYTraining. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3) (b) of the Australian Consumer Law and Fair Trading Act 2012.

Agreement

I confirm that I have read, understood and accept the terms set out in this document.

Name (print):

Signature:

Date:/...../.....