

Indemnity release and waiver

I am about to engage in a fitness regime held by TOHC P/L TA StudioForty6 Personal Training. (ST46). I hereby acknowledge that I am participating in physical and recreational activities with the full realization that they may involve a significant risk of bodily injury, including death or damage to property of myself and others. These risks include, but are not limited to, the following: - Physical exertion such as: climbing, lifting, spotting, holding, lifting equipment, scrambling/climbing on rocks, stretching exercises, jogging, jumping, running, quick movements. - Environmental hazards such as: uneven, rough terrain, unpredictable contact with wildlife, hot & exposed climate, unpredictable weather, cold & exposed climate, unpredictable conditions (rock falls, lightning, rain, slippery rocks, etc) contact with plants, insects and other naturally occurring phenomenon, often of unknown variety or origin.

I realize that it is not possible to list specifically each and every risk. However, knowing the material risks and appreciation, knowing and reasonably anticipating that injuries and even death are possible, I hereby expressly assume all of the risks of injury or death that could occur by reason of my participation in the program.

I agree that, in exchange for and in consideration of ST46 permitting me to participate in the program, I hereby assume all the risks associated with the program, including but not limited to the use of facilities and equipment and agree to release and hold harmless ST46, its trustees, officers, agents and employees, from any and all liability, actions, including, but not limited to , claims for negligence, recklessness or any other form of action for which a release may be legally given (including legal fees and costs) which may arise by or in connection with my participation in any activities related to the program.

In exchange for and in consideration of ST46 permitting me to participate in the program, I agree further to hold harmless and indemnify ST46, its trustee, officers, agents and employees from any and all liability, actions, causes of action, negligence, debts, claims or demands of any kind and nature whatsoever (including legal fees and costs) by any person which may arise by or in connection with my conduct while participating in the regime.

I understand that while participating in the program I must follow the instructions and directions provided by ST46 personnel and that I must abide by the policies of ST46. My failure to follow instructions or directions may result in my immediate expulsion from the program.

I understand I cannot consume, use or be under the influence of alcohol or consciousness- altering drugs, whether obtained or taken legally or not, while participating in the program and that my failure to abide by this rule will result in my immediate expulsion from the program.

I, the undersigned, hereby acknowledge that I am participating in this regime at my own risk. In the event of injury, loss or damage arising out of or in connection with my participating in the regime, I hereby indemnify and will keep then indemnified against all liability.

If I am injured or do not wish to continue with ST46 program, I fully understand that there is no refund once I have committed. There are no extra sessions available to me if I miss my set days.

I hereby certify that I am voluntarily signing this release and intend to be legally bound by its terms. I have read all of its provisions and fully understand its significance.

Name:.....Signature.....Date.....