

FITSTOP WAIVER

Participant's Name:

(I, me, my)

1. In consideration of the owner of the Fitstop branded location of which I am a member ("My Fitstop Location") and the officers, employees, managers, agents, volunteers and independent contractors (together "Associates") of the Owner providing fitness related services to me including but not limited to fitness classes, strength training, fitness programs and bootcamps and other fitness activities conducted at My Fitstop Location and elsewhere ("Services"):
 - (a) I acknowledge and agree that fitness related activities are inherently dangerous and may cause serious or grievous injuries including bodily injury, damage to personal property and/or death.
 - (b) I acknowledge that the Australian Consumer Law ("ACL") contained in the *Competition and Consumer Act 2010* (Cth) ("CCA") provides certain guarantees in sections 60 to 62 (statutory guarantees) which generally require that services supplied to me are rendered with due care and skill, are reasonably fit for any purpose which I, either expressly or by implication, make known to My Fitstop Location or might reasonably be expected to achieve and are supplied within a reasonable time (when no time is set).
 - (c) I also, however, acknowledge that the CCA permits a supplier of recreational services to ask me to accept some limitations on those statutory guarantees.
 - (d) Accordingly, and to the extent permitted by section 139A of the CCA:
 - (i) I assume all risk associated with the provision of the Services to me whether provided at My Fitstop Location or elsewhere;
 - (ii) I release the owner of My Fitness Location and Fitstop Australia Pty Ltd ACN 167 897 387 ("Fitstop") and their Associates from, and agree that they are not liable for, any Claims resulting from any accident, damage, loss or injury to any person or property or death to any person as a result of the provision of the Services to me, my use of the equipment or facilities or as a result of my presence at My Fitstop Location. For the purposes of this subclause 1 (d) (ii), Claims means any claim, action, proceeding, judgment, direction, cost, liability, loss, injury, damage or responsibility whatsoever; and
 - (iii) I agree that I am liable for and indemnify the owner of My Fitness Location and Fitstop and their Associates from and against all Loss (including legal costs) however caused which is incurred or suffered by them in connection with any damage to or loss of any property or injury or death (including any injury to me or my death) caused or contributed to by my act, omission or negligence. For the purposes of this clause 1 (d) (iii), Loss includes losses, damages, costs, expenses and liabilities howsoever arising, including those that are prospective or contingent and that the amount of which is not ascertained or ascertainable and includes loss of profit or expected profit and diminution in value.
2. I understand that:
 - (a) the Services provided to me by the owner of My Fitness Location and its Associates may include weightlifting, gymnastics movements, strenuous bodyweight exercises and other high exertion activities;
 - (b) I am not obligated to perform nor participate in any fitness activity including of the type referred to in clause 2 (a) if I do not wish to and may refuse such participation in such fitness activities at any time;

- (c) should I feel lightheaded, faint, dizzy, nauseated, or experience pain or discomfort, I must stop the fitness activity that I am undertaking and inform the person supervising the activity or providing the relevant Service of my condition.
 - 3. I give the owner of My Fitness Location and its Associates permission to seek medical services for me should I become injured or ill during the provisions of the Services to me and understand that I am liable for all expenses incurred in respect of the provision of emergency medical services to me.
 - 4. I acknowledge that:
 - (a) the fitness or other equipment that will be used by me in association with the provision of the Services to me is purchased or leased from a third party; and
 - (b) neither the owner of My Fitness Location nor Fitstop manufacture any of that equipment,
- and I therefore agree that neither My Fitness Location nor Fitstop will be liable to me in respect of any defective equipment or product.
- 5. I acknowledge that I must use the equipment provided to me for use in association with the provision of the Services to me only in the manner specified by My Fitness Location or by the equipment manufacturer.
 - 6. I represent and warrant that:
 - (a) I am physically fit and in all good physical condition and have no medical condition including illness or injury that could:
 - (i) interfere with my use of or prevent me from using any fitness equipment at My Fitness Location or elsewhere;
 - (ii) be of concern in respect of my undertaking fitness related activities at My Fitness Location or elsewhere;
 - (b) I have obtained medical advice and approval to my undertaking fitness related activities including those undertaken as a result of the provision of the Services to me.
 - 7. I grant the owner of My Fitness Location and Fitstop permission to use my likeness in photographs, videos or other digital media in their publications, including web-based publications, without payment or other consideration.
 - 8. I agree that this agreement is binding upon me, my successors, representatives, heirs, executors, assigns, or transferees.
 - 9. If any part of this agreement is held invalid, I agree that the remainder of the agreement remains in full legal force and effect.
 - 10. I acknowledge that:
 - (a) the minimum age for a person to join as a member is 16 years of age;
 - (b) persons under the age of 18 years of age must have the approval of their parent/guardian to join; and
 - (c) this document must be being signed by me a parent/guardian who is granting permission for the under 18 year old to be a member. (Note: this is the same sign up process as normal, via the fitstop app.)
 - 11. If I am signing on behalf of a minor child, I give full permission for the owner of My Fitness Location and its officers, employees, managers, agents, volunteers and independent contractors to administer first aid if they deem necessary, and in case of serious illness or injury, I give permission to them to call for medical care for the child and to transport the child to a medical facility if deemed necessary for the well-being of the child.

12. I acknowledge that :
- (a) whilst Fitstop Locations may have a designated area for children of members to utilise whilst the member is working out, it is not a creche;
 - (b) if I choose to bring my child/children into a Fitstop Location, I accept full responsibility for their safety and wellbeing; and
 - (c) owners of Fitstop locations and Fitstop take no responsibility for safety of any children on the premises.