



GYM WAIVER CLIENT LIABILITY DUTY OF CARE

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.

BY CHECKING "I AGREE" TO THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

You are advised that athletic activity and training are DANGEROUS RECREATIONAL ACTIVITIES with OBVIOUS RISKS as defined by the Civil Liability Amendment (Personal Responsibility) Act. YOU ARE PARTICIPATING AT YOUR OWN RISK.

Definitions:

In this agreement; a) The term "ATHLETIC ACTIVITY" OR "ATHLETIC ACTIVITIES" OR "TRAINING" includes but is not limited to personal training, fitness classes, team or individual competitions, fitness assessments, use of facilities, observation of athletic activities, olympic lifting, power lifting, strongman training and competitions, gymnastics, strength conditioning, metabolic conditioning, plyometric movements, interval training, bodyweight conditioning, rope climbing, skipping, stretching, outdoor running and training in parks, recreational areas, playgrounds, car parks, trails and sidewalks, sports programs, clinics, seminars, and services provided to the participant by Nicoletta Michaelides (NM Personal Training).

b) The term "INJURY" shall refer to all forms of physical, mental and emotional injury in any way related to athletic activity and training activities including, but not limited to: death, breaks, strains, lacerations, dislocations, exercise induced rhabdomyolysis, heart failure, concussion, heat illness, dehydration, trauma, anxiety, and fears.

Photography/Video Release

Participants involved in any activities offered by Nicoletta Michaelides may be photographed or videotaped during training. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on Nicoletta's Michaelides website or in any editorial, promotional or advertising material produced and/or published by Nicoletta Michaelides.

Waiver and Release of Liability

Express assumption of risk: I, the undersigned, am aware that there are significant risks involved in all aspects of athletic activities and physical training. These risks include, but are not limited to: falls which can result in serious injury or death; injury or death due to negligence on the part of myself, my training partner, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). I understand that the training may involve weightlifting, gymnastics movements, strenuous bodyweight exercises and other high exertion activities, and that I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during my training session. I understand that should I feel light-headed, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity and inform my trainer. I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity, or under direction Nicoletta Michaelides.



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I am aware that this agreement is ongoing and will apply to all future occasions I participate in athletic activities and training with Nicoletta Michaelides (NM Personal Training). I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

Release: In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the coaching offered by Nicoletta Michaelides (NM Personal Training), I, the undersigned hereby release Nicoletta Michaelides (NM Personal Training), their principals, agents, employees, trainers, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

I give permission for Nicoletta Michaelides (NM Personal Training), staff and trainers to seek emergency medical services for me should I become injured or ill, with the understanding that I am responsible for any expense incurred. If I am signing on behalf of a minor child, I also give full permission for any person connected with Nicoletta Michaelides (NM Personal Training) to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well being of the child.

Indemnification: The participant recognises that there is risk involved in the types of activities offered by Nicoletta Michaelides (NM Personal Training). Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Nicoletta Michaelides (NM Personal Training), their principals, agents, employees, trainers, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in training offered by Nicoletta Michaelides (NM Personal Training). This includes but is not limited to parks, recreational areas, playgrounds, gym area, and/or any area selected for training by Nicoletta Michaelides (NM Personal Training), or by myself.

I have read and understood the foregoing assumption of risk, and release of liability and I understand that by checking "I Agree" it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights.

Signed: _____

Printed Name: _____

Dated: __/__/__



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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 my service as a personal trainer, Nicoletta Michaelides, 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: _____