

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 staff at reception. You may wish to obtain your own independent legal advice. FITNESS CENTRE OPERATOR: TESSAB HOLDINGS PTY LTD trading as Fitness Focus Dubbo, 7 Jannali Road, Dubbo.

ACKNOWLEDGEMENT OF RISKS, INJURY & OBLIGATIONS

I acknowledge that the activity that I am to undertake has dangers and that by participating in it I am exposed to certain risks. I ACKNOWLEDGE and UNDERSTAND that whilst participating in such activity:

- I may be injured, physically or mentally or may die.
- My personal property may be lost or damaged.
- Other persons participating in such activity may cause me injury or may damage my property.
- I may cause injury to other persons or damage their property.
- The conditions in which the activity is conducted may vary without warning.
- I may be injured or die or suffer damage to my property as a result of the negligence or breach of contract.
- There may be no or inadequate facilities for my treatment or transport if I am injured. If an ambulance is required, it will be at my expense.
- I assume the risk and responsibility for any injury, death or property damage resulting from my participation in an activity.

In addition, I ACKNOWLEDGE and UNDERSTAND that:

- I will be responsible for all fees and charges including medical expenses in the case of an emergency. (eg. Ambulance if required).
- I will report any injury to Fitness Focus Dubbo as soon as possible after it happens.
- I will abide by the Fitness Focus Dubbo ethics and Code of Conduct.
- Children and spectators are not permitted within the premises of Fitness Focus Dubbo except with the prior written permission of Fitness Focus Dubbo which may be refused at their absolute discretion.
- FITNESS FOCUS DUBBO is not able to provide me medical advice in regard to medical fitness and any information given by me is used as a guideline to the limitations of my ability to exercise. Fitness Focus Dubbo recommends that any person with a pre-existing medical condition, males over 35 and females over 45 have a full medical assessment by a doctor prior to commencing any activity with Fitness Focus Dubbo.
- I will not hold Fitness Focus Dubbo liable to any injury or death that may occur whilst I am on the premises or as a result of my activities with Fitness Focus Dubbo.
- Services, timetables and access hours may change for many reasons, such as instructor and availability, and that refunds will NOT be issued and credits will NOT be given if this happens.
- ALL membership payments are non-refundable.
- My image or picture or both may be used in some promotional Material or website content or both for Fitness Focus Dubbo.
- Fitness Focus Dubbo may use security cameras at its premises and consent to being filmed by those cameras.
- Abusive behaviour, showing disrespect to equipment and harassment of other members or staff will not be tolerated and may result in my membership being cancelled with NO refunds or

credits given.

- Fitness Focus Dubbo is a private business and entry to the premises may be refused at any time.

LIABILITY WAIVER AND RELEASE

I understand that physical exercise can be strenuous and subject to risk of serious injury, and acknowledge that I have been advised to obtain a physical examination from a doctor or other medical professional prior to beginning any exercise or personal training. I agree that by participating in physical exercise sessions or group exercise classes I do so entirely at my own risk. I agree that I am voluntarily participating in these activities. I expressly agree to release and discharge Tessab Holdings Pty Ltd, trading as Fitness Focus Dubbo, all members of the fitness programs operated by them, all instructors, trainers, third parties including but not limited to customers, contractors or employees of Fitness Focus Dubbo from any and all claims, causes of action, or damages for personal injury or property damage, including legal fees. I also agree to indemnify, protect, defend and hold harmless the released parties from and against all liabilities, claims, actions, damages to my person or personal property, including legal fees. I have read this waiver and release, and fully understand its terms. I expressly agree to release and discharge Fitness Focus Dubbo, all affiliates, employees, contractors, agents, representatives from all liability and waive any right to bring legal action against the organization for any and all acts or omissions including but not limited to negligence, intentional torts, strict liability, breach of warranty and personal injury or property damage or loss.

UNDERTAKINGS

If I am granted an access card, I undertake to:

- Notify Fitness Focus Dubbo as soon as possible and in any event within 2 hours of discovery should my access card be lost or stolen.
- Not write on or hold with that access card identifying details of Fitness Focus Dubbo or the premises to which the card may give access.
- Use my access card for legitimate purposes.
- Not allow any other person to use my access card to obtain access to Fitness Focus Dubbo.
- Only use the duress alarm, or after hours staff contact mobile number, in an emergency.
- Indemnify Fitness Focus Dubbo against any loss or damage sustained by Fitness Focus as a result of my breaching of these undertakings, including but not limited to the fees set out in the credit card authority signed by me. I agree to provide Fitness Focus Dubbo with my current credit card details, and keep Fitness Focus Dubbo informed of my current credit card details for this purpose.

I understand that a breach of any of my responsibilities under this document may result in termination of my membership and loss of any membership fee paid, civil and/or criminal proceedings. I am over 18 years of age.

Name:.....

Signature:.....

Staff witness:

Parent/ guardian name if under 18:

Signature: Date:.....