

PURE SYMMETRY

PARTICIPANT INFORMATION

Full name:	
Age:	
Parent/Guardian:	
Contact no:	
Address:	

RISK WARNING, INDEMNITY & WAIVER

THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR RIGHTS, YOU SHOULD READ IT CAREFULLY AND FULLY UNDERSTAND ITS EFFECT BEFORE YOU SIGN. THIS DOCUMENT CONSTITUTES A "RISK WARNING" PURSUANT TO SECTION 5M, CIVIL LIABILITY ACT 2002 (NSW).

RISK WARNING

1. Warning is hereby given that Pilates, Yoga, and similar exercise forms (including but not limited to face-to-face classes and classes delivered via video and/or audio link) (the Activity) carries with it inherent risks including but not limited to physical injuries, dehydration, overexertion, and muscle fatigue.

RECREATIONAL ACTIVITY

2. I accept that the Activity is a recreational activity as defined by the *Civil Liability Act 2002* (NSW). I accept that the Activity carries obvious risks of harm and/or injury and that my participation is of my own free will and at my own risk.

DISCLAIMER - FITNESS TO PARTICIPATE

3. I declare that I am medically and physically fit and able to participate in any Activity and I have consulted my physician prior to participating.

I will immediately notify Pure Symmetry (the Operator) of any change to my medical condition, fitness or general ability to participate. I understand and concede that if the Operator is not provided with all relevant and necessary information about my health and fitness capacity then the Operator cannot fully appreciate the potential risk of harm or injury to me in providing instruction and allowing me to participate in the activities. I understand and agree that the Operator will continue to rely upon this declaration as evidence of my fitness and ability to participate.

RELEASE & INDEMNITY

5. In consideration of my participating in the Activity, I agree to release and discharge the Operator, including the Operator's representatives, employees, agents, officers and volunteers' from all liability, negligence or carelessness. Without limiting the foregoing, I also agree to release, defend, hold harmless and indemnify the Operator and its representatives, employees, agents, officers and volunteers' from and against any actions, proceedings, claims, demands, expenses (including legal expenses), damages and liabilities howsoever arising or incurred as a result of, or in any way connected with my participation in the Activity.

JURISDICTION

6. The Participant acknowledges that the Activity is delivered from New South Wales (NSW), Australia.
7. The Participant irrevocably and unconditionally submits to the exclusive jurisdiction of the laws of NSW and agree that this document is governed by the laws of NSW regardless of the Participants location.

USE OF PICTURES

8. I agree to allow the Operator, including the Operator's representatives, employees, agents, officers and volunteers, to use my picture (including film, and likeness) for advertising and educational purposes. In the event I choose not to allow the use of same for said purposes, I agree that I must advise the Operator in writing

PARTICIPANT AGREEMENT (over 18)

I have read and understand and hereby agree to be bound by the above terms and conditions and I agree and warrant that all information provided herein is true and correct.

Signed by participant: _____ Date: _____

PARENT/GUARDIAN AGREEMENT (if participant is under the age of 18)

I have read and understand and agree to my child/ward being bound by the above terms and conditions and I agree and warrant that all information provided herein is true and correct. I give the same consents, releases and indemnities as above. I warrant that I have agreed for my child/ward to participate in the Activity and I further agree and warrant that I will remain present and supervise my child/ward whilst the Activity is being undertaken.

Signed by Parent/Guardian: _____ Date: _____