

Event organized by Team Name: _____ Event Date: _____

Participant's Name: _____

Address: _____ Suburb/Postcode: _____

Phone: _____ Email: _____

You are: Male Female / Adult Minor Birth Date: _____

Please list any health / medical issues or concerns: _____

You must read this document carefully before you agree to participate in the XLR8 Fitness (WA) Pty Ltd obstacle course sessions. The clauses below form part of the terms & conditions of entry. By participating in the sessions in any capacity you are agreeing to be bound by these clauses.

Terms and Conditions, Waiver of Liability and full Release of Claims

Upon consideration for engaging in strenuous exercise or entering upon premises of XLR8 Fitness (WA) Pty Ltd also known as Operation XLR8, the below signed individual, being an adult of legal age, signing on behalf of himself, or herself, or as the legal custodian or parent of a minor described herein the registration, hereby agree to waive all liability, claims, causes of action, demands, whatsoever, against **XLR8 FITNESS (WA) PTY LTD OR ANYONE AFFILIATED PERSONALLY WITH THE ENTITIES DESCRIBED**, including directors, employees and agents, arising out of any incidents which may occur resulting in injury or damage to me, my belongings or any of the parties described herein for whom I am signing this Waiver of Liability.

You guarantee that you are in satisfactory physical- and mental condition and that you have no known medical or other reason why you, are not capable of engaging in exercise and that such exercise or therapy would not be detrimental to your health, safety, comfort or physical condition or that of others. You must inform us of any relevant injury or illness and will obtain a medical clearance from your medical specialist prior to beginning (or restarting) training if there are any medical concerns

Payment: All payments are to be made in advance. There are limited places on each class, program and event. XLR8 Fitness (WA) Pty Ltd applies a first pay, first go system with the booking and full payment of all classes and events. Discounts offered will only apply with an upfront payment and removed if payment has not reached us prior to the date of your event.

Cancelling or missing an appointment: If you miss a scheduled appointment, voluntarily withdraw or do not show at events or sessions you will be charged for the scheduled session, you will not be reimbursed for any fees or other expenses incurred and a transfer to a future event is not an option.

Group Training: If a member of the group cancels or misses an appointment that group member will forfeit that session regardless of any prior notice given. The total invoice amount remains unchanged.

Transfer option: You accept that sessions or tickets cannot be used by or transferred to any other individual without written consent by XLR8 Fitness (WA) Pty Ltd and after payment of the transfer fee of \$20.

Refunds: We apply a no-refund policy.

Disclosure and usage of personal details: Your personal details are collected through the registration process and held in an electronic database only accessible to the owners and staff of Baldvis Health & Fitness and XLR8 Fitness (WA) Pty Ltd. If the registration form is completed manually we also hold a hardcopy of the form in our office for 7 years. It is never our intention to share your personal details with any person, organisation or entity within or outside of Australia in any manner other than with direct family in a life or death situation. The purpose of collecting your personal information is to identify the service you require, offer you the service you require, update and inform you about our services via post, email, social media, text or phone. If at any time you prefer to withdraw from us contacting you please let us know via email, text, phone or in person and your details will be removed from the marketing database.

Food Allergy or Intolerance: Visitors, participants, staff or volunteers who have a prior history of allergic reaction must declare and confirm the details of the allergy on the participants waiver form and submit the form in person to the instructor or registration staff on the day prior to the start of their work out session. XLR8 Fitness (WA) Pty Ltd will take all reasonable measures to remove potential allergens from catering arrangements organized by XLR8 Fitness (WA) Pty Ltd.. However, due to the presence of other clients and consumption of their own food OR catering arrangements made directly by the clients of XLR8 Fitness (WA) Ltd we are unable to guarantee an environment absolutely free of such allergens.

Photo and video Release Statement and Permission to Use Photographs and Videos: By accepting these terms and conditions I grant permission for Baldvis Health & Fitness and XLR8 Fitness (WA) Pty Ltd to use photos and videos taken in connection with the above-identified activities. I authorize Baldvis Health & Fitness and XLR8 Fitness (WA) Pty Ltd, its assignees and transferees to copyright, use and publish the same in print and/or electronically.

PLS. TICK HERE IF YOU DO NOT GIVE CONSENT FOR PHOTOS TO BE TAKEN: Comment (if any) _____

If one person under a group booking has ticked the above box, XLR8 Fitness (WA) Pty Ltd will not take any photos and will request its guests and spectators to follow the same. However, we are unable to guarantee that spectators will not take any photos from the side line when we are on the course with the participants.

Quotes Release Statement and Permission to Use quotes: I hereby grant permission to Baldvis Health & Fitness and XLR8 Fitness (WA) Pty Ltd to use my quotes and/ or words on its website, online social media or other official publications and presentations without further consideration, and I acknowledge that Baldvis Health & Fitness's and XLR8 Fitness (WA) Pty Ltd's right to treat the quotes and words at its discretion.

Release of claims: By accepting these terms and conditions I accept that the instructor decides the location and premises of any exercise class based on weather conditions and number of participants without any given prior notice although every attempt will be made to provide notice to all clients via social media, signage or any other form of communication.

Terms and Conditions: The terms and conditions stated herein will automatically be carried over to your new sessions or the new term upon expiry of the current package or term without the need for a new agreement to be dated and or signed

Waiver of Liability: You accept that participating in exercise has a risk of causing injury, both minor and potentially major.

YOU ACCEPT THIS RISK AND ACCEPT FULL RESPONSIBILITY FOR YOUR EXERCISE AND TRAINING.

You will in no way hold Baldvis Health & Fitness and XLR8 Fitness (WA) Pty Ltd or its instructors liable, either express or implied, for any direct, indirect, incidental, special or consequential injuries or illness sustained, including but not limited to those that result from mistakes, failure of equipment, failure of performance whether or not caused by act of God. You also agree that you have no undisclosed injury or illness that may affect your ability to undertake rigorous exercise and to the best of your knowledge you are ready and able to undertake this exercise program.

I, the undersigned have enrolled in a fitness/exercise/ program of strenuous physical activity which may include but is not limited to aerobic conditioning and cardiovascular conditioning, obstacle course racing, weight training, strength training and flexibility training offered by Baldvis Health & Fitness and XLR8 Fitness (WA) Pty Ltd and their staff. In consideration of my participation in this fitness/exercise program, the undersigned, for myself, my heirs and assigns, hereby release Baldvis Health & Fitness and XLR8 Fitness (WA) Pty Ltd (it's owner, employees facility, organization, business or any persons involved with the fitness/exercise program), from any claims, demands and causes of action arising from my participation in the fitness/exercise program. I fully understand that I may injure myself as a result of my participation in the fitness/exercise program and I do hereby release Baldvis Health & Fitness and XLR8 Fitness (WA) Pty Ltd from any liability now or in the future including but not limited to heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee/back/foot injuries, bruising and any other illness, soreness or injury caused, occurring, during or after my participation in the fitness/exercise program.

Physicians Examination Waiver: ATTENTION: You should consult with your physician before beginning exercise classes or any type of workout program. Factors unknown to you may have an adverse affect on your physical well-being, including death. You should inform your physician that you are about to begin a fitness program. By signing this document, I the undersigned acknowledge that I am aware of the potential risks that could occur and that I should consult with and obtain a physician's approval prior to beginning a fitness/exercise program. If I choose to not get a physicians approval, I fully accept all responsibility for my health and any resultant injury or mishap that may affect my well being or health in any way. I fully understand that the fitness/exercise program may be strenuous and I choose to participate completely voluntarily. I fully accept all responsibility for my health and any resultant injury or mishap that may affect my well being or health in any way. I hold harmless of any responsibility, the trainer/instructor, facility, organization, business or any persons involved with the fitness/exercise program.

XLR8 Assault Course Event Rules: I agree to abide by all written and/or posted rules of XLR8 Fitness (WA) Pty Ltd, as well as all written and/or posted rules of the venue. I further agree to comply with all directions, instructions and decisions of XLR8 Fitness (WA) Pty Ltd, its employees and agents and venue personnel. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time.

I agree that XLR8 and venue personnel may immediately remove from the event anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behavior endangers safety or negatively affects a person, facility, or property of any type or kind.

I warrant that I am not, and on the date of the XLR8 event will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely participate in the XLR8 event. I further acknowledge that alcohol consumption following the event is discouraged by XLR8 Fitness (WA) Pty Ltd and I take full responsibility for any decision to consume alcohol at that time.

I specifically acknowledge and agree to abide by the following rules:

a. no urination or defecation is permitted outside of designated areas; b. no wheeled conveyances or pets are allowed on the Course at any time; c. no clothing, props or equipment that pose an unnecessary risk to participants, spectators or personnel are permitted

I certify that I am or will be of at least 18 years of age by the date of the XLR8 event. If I am not 18 years of age by the date of the XLR8 event I acknowledge that I must obtain the consent of my parent or legal guardian to participate in the XLR8 event before doing so.

XLR8 ASSAULT COURSE PREPARATION CHECKLIST: To help minimize stress and encourage success and fun on the day here are some important items to consider.

WHAT TO WEAR

- Our obstacle course events feature mud, sand, water, and off-road conditions. You might want to choose gear that you wouldn't mind discarding after the race.
- Choose comfortable athletic clothing and fabrics that wick moisture and dry quickly.
- We recommend LONG PANTS, LONG SLEEVES AND TRAIL RUNNING OR OFF-ROAD SHOES. Consider athletic or weight lifting gloves to help with grip and protect your hands.
- Race in something you have trained in. Do not try a new pair of shoes or compression shorts on the day of the race.

WHAT TO BRING

You must bring a:

- This completed and signed waiver form
- A minimum of 1 filled Water bottle,
- Towel
- Clean Clothes and Shoes for after.
- Medication (if applicable)

Optional: Knee, elbow, or leg protection, pads, or compression sleeves. (see also what to wear) • Sunscreen and Hat • Athletic or medical tape

I hereby affirm with my signature below that I have read, understand and agree to all of the above.

Print Name: _____ **Signature:** _____ **Date:** _____

If the participant is younger than 18 years a parent/ legal guardian MUST agree to the participation and affirm that he/she read, understand and agree to all of the above terms and conditions and waiver liability and release of claims by signing below:

Print Name (Parent): _____ **Signature:** _____ **Date:** _____

On behalf of: _____ **(Pls print minor's name)**