

# XLR8 OBSTACLE COURSE - WAIVER FORM

XLR8 OBSTACLE COURSE - WAIVER FORM For Events/Private Bookings/Family Bookings

Name of the Organiser for this Event \*

Please enter the name of the organiser of this event, it may be as school name, a business name, party host, or a sports team name.

My team is \*

A Birthday Party

A Business

A School

A Sports Team

A Vacation Care

Other

Team Name

Please use the team name of your group (if applicable).

Date-Time of Booking \*

dd-MMM-yyyy HH:MM AM/PM

Please enter date and the time of your session

## Participant Details

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Name of Participant

First Name

Last Name

If there are multiple participants in the same family, can complete all names on this same waiver form.

Age of Participant \*

Phone

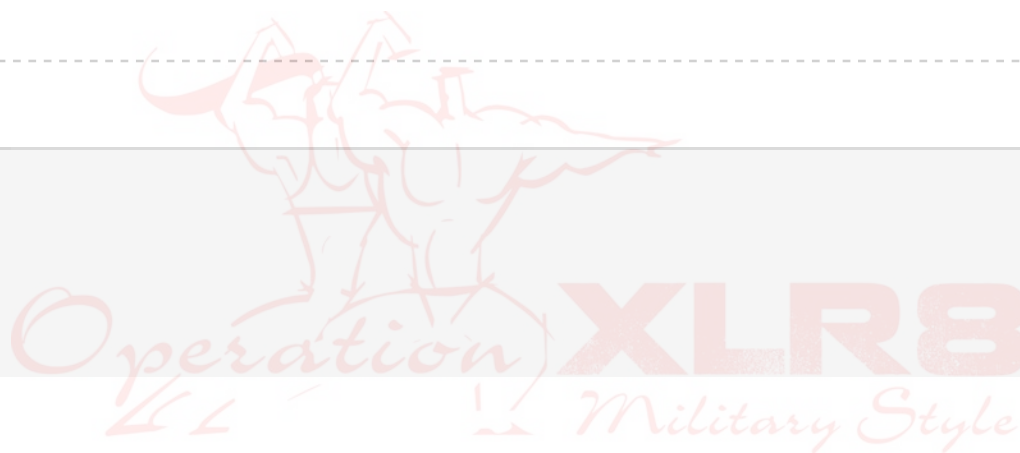
Email

Gender

Female

Male

Other



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## Medical Conditions or Concerns

- Asthma
- Epilepsy
- Diabetic
- Heart Disease
- Special Needs
- Other - Please describe below

*Please list all your conditions and concerns here!*

## More medical details

*Please provide more details about any health issues or concerns here*

## MEDIA PERMISSIONS

### YES I DO GIVE Permission to use Photographs and Videos

*I AGREE for XLR8 Fitness to use photos/videos taken in connection with this event & all it's activities to copyright, use and publish in print/electronically for publication/promotional purposes.*

### NO I DO NOT GIVE Permission to use Photographs and Videos

*If one person in the group doesn't give consent XLR8 won't take photos (due to the nature of activity, we are not able to guarantee that person will not be photographed). Guests & Spectators of this group will need to follow the same rules.*

**Comment: NO PHOTOS ARE TAKEN BY XLR8 FITNESS FOR GROUPS IN THE EDUCATION SECTOR, unless specifically requested by the university, college, school, or vacation care group prior to the session and with all participants/parents/guardian's consent through the completed and signed waiver form.**

## OTHER PARTICIPANTS BELONGING TO THE SAME FAMILY AS MYSELF

In this section you will be able to add other family members, such as siblings or partners, and agree to the same terms and conditions by signing this form.

### Name of Participant 2

<input type="text"/>	<input type="text"/>	<input type="text"/>
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First Name

Last Name

Age

*This participant must be in the same family as the main participant*

### Medical Conditions/Concerns

*Please note any medical conditions or concerns you may have.*



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## Name of Participant 3

<input type="text"/>	<input type="text"/>	<input type="text"/>
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First Name

Last Name

Age

*This participant must be in the same family as the main participant*

## Medical Conditions/Concerns

*Please note any medical conditions or concerns you may have.*

## Name of Participant 4

<input type="text"/>	<input type="text"/>	<input type="text"/>
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First Name

Last Name

Age

*This participant must be in the same family as the main participant*

## Medical Conditions/Concerns

*Please note any medical conditions or concerns you may have.*

## Name of Participant 5

<input type="text"/>	<input type="text"/>	<input type="text"/>
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First Name

Last Name

Age

*This participant must be in the same family as the main participant*

## Medical Conditions/Concerns

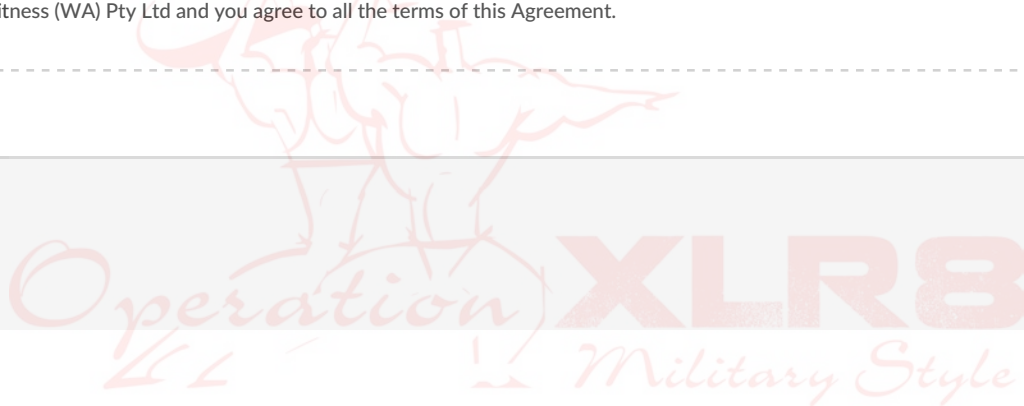
*Please note any medical conditions or concerns you may have.*

## **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**

In consideration of your participation in the obstacle course session or event at XLR8 Fitness (WA) Pty Ltd t/a XLR8 Obstacle Course you understand the exercise activity and voluntarily accept the risks and agree that XLR8 Fitness (WA) Pty Ltd their officers, directors, employees, volunteers, agents and independent contractors will be not be liable for injury, including, without limitation, personal, or mental injury, economic loss or any damage to you, your spouse, guests, child/ unborn child or relatives resulting for your participation or entering the premises whether related to the activity or not . By your participation, completing and signing this form, you acknowledge and agree that you have read the foregoing and know of the nature of the activities at XLR8 Fitness (WA) Pty Ltd and you agree to all the terms of this Agreement.



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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 this exercise activity and that such exercise would not be detrimental to your health, safety, or physical condition or that of others. You must inform XLR8 Fitness (WA) Pty Ltd of any relevant **injury or medical condition or allergy or special needs or additional needs or illness** and will obtain a medical clearance from your medical specialist prior to the session if required.

**Payment:** All payments are to be made in advance. A session or event is not booked until a deposit or full payment of the invoice is received and confirmed. XLR8 Fitness (WA) Pty Ltd applies a 'first pay, first go' system. Discounts (if applicable) will only apply with an upfront payment and removed if payment has not reached us prior to the date of your event.

**Group Session:** If a member of the group cancels or is a no show that group member will forfeit that session regardless of any prior notice given. The total invoice amount remains unchanged.

**Group Event:** 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:** A transfer of a booked session or event date will only be considered for the invoiced client with 4 weeks prior notice. You accept that sessions or events cannot be used by or transferred to any other individual without written consent by XLR8 Fitness (WA) Pty Ltd and may be charged a transfer fee.

We will not negotiate a suitable date or reschedule more than once. XLR8 Fitness (WA) Pty Ltd has the right to refuse a transfer or entry to any participant who is unable to provide evidence of a transferred booking.

**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 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.

**Zero tolerance policy:** Participants are expected to exhibit appropriate behaviour, including obeying all moral, ethical, and legal laws. This includes respect for all people, equipment, and facilities; and cooperative, positive participation. XLR8 Fitness (WA) Pty Ltd may dismiss, without refund, anyone whose behaviour endangers safety or negatively endangers safety or negatively affects a race, person, a facility or property of any kind or type. You also agree to indemnify XLR8 assault course, its affiliates, and assigns, from any and all third-party claims caused in whole or in part by your actions.

**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 XLR8 Fitness (WA) Pty Ltd. If the registration form is completed manually, we also hold a hardcopy of the form. It is never our intention to share your personal details with any person, organisation or entity within or outside of Australia in any manner. The purpose of collecting your personal information is to assess the health and wellbeing of the participant/s and to identify any specific medical- or other requirements, necessary for a safe and enjoyable session on the obstacle course. We will not contact you or inform you about our services via post, email, social media, text or phone and your details will not be added to a marketing database other than communication for your booked session or event.



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**Photo and video Release Statement and Permission to Use Photographs and Videos:** XLR8 Fitness take photos and videos to share the experience on the obstacle course with the participants. The footage will be shared with you via XLR8 Fitness's Facebook page. Occasionally photos are used to promote XLR8 Fitness (WA) Pty Ltd on social media. Photos and videos are never shared with others or used for any other purposes. By accepting these terms and conditions I grant permission for XLR8 Fitness (WA) Pty Ltd to use photos and videos taken in connection with the above-identified activities. Any and all photographs, motion pictures, recordings or other records of the session or event are the sole property of XLR8 Fitness (WA) Pty Ltd. I authorize XLR8 Fitness (WA) Pty Ltd, its assignees and transferees to copyright, use and publish the same in print and/or electronically.

**Quotes Release Statement and Permission to Use quotes:** I hereby grant permission to 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 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 has the right to cancel sessions based on weather conditions and number of participants with notice given to all clients via social media, email, signage or any other form of communication.

**Waiver of Liability:** You accept that participating in exercise and participation in an obstacle course session or event at XLR8 Fitness (WA) Pty Ltd has a risk of causing injury, both minor and potentially major.

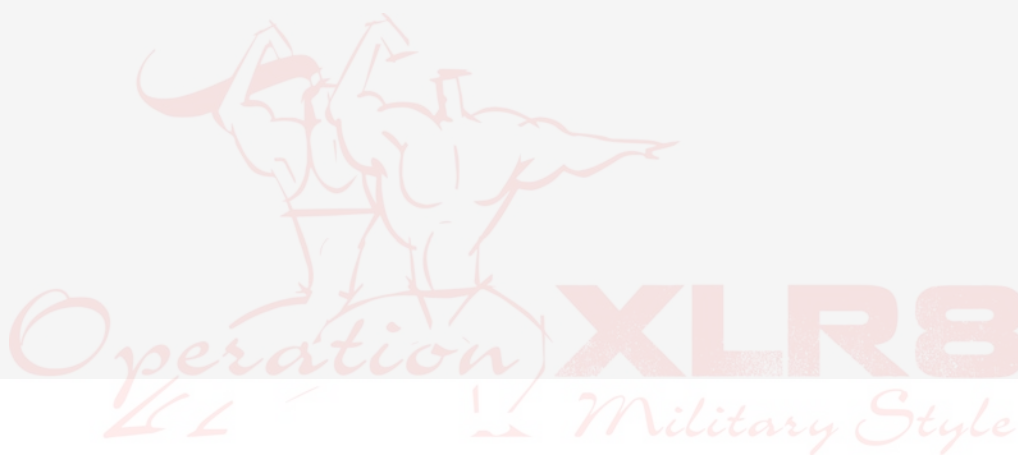
**YOU ACCEPT THIS RISK AND ACCEPT FULL RESPONSIBILITY FOR YOUR EXERCISE AND TRAINING.**

You will in no way hold XLR8 Fitness (WA) Pty Ltd or your instructor 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. Noting the aforementioned XLR8 Fitness (WA) Pty Ltd will maintain a safe operating environment and no waiver will absolve liability for negligent acts or omissions.

You also agree that you have no undisclosed injury or illness that may affect your ability to undertake this exercise activity and to the best of your knowledge you are ready and able to undertake this exercise activity.

**Physicians Examination Waiver: ATTENTION:** By signing this document, I the undersigned acknowledge that I am aware of the potential risks that could occur by participating in this exercise activity at XLR8 Fitness (WA) Pty Ltd and that I should consult with and obtain a physician's approval prior to this exercise activity. 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 wellbeing or health in any way. I fully understand that this exercise activity may be strenuous, and I choose to participate completely voluntarily. I hold harmless of any responsibility, the instructors, facility, organization, business or any persons involved with the exercise activity.

**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.



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## 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*
  - d. *or personnel are permitted; spectators are not allowed within the obstacle course area at any time.*
- 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 KNOW**

- You are welcome to arrive 15 minutes prior to the booked start time of your session.
- Pick up time or Departure time is the same time as the finish time as per the booked session time.
- Access to the obstacle course area is only permitted with XLR8 staff present.
- Catering is within the booked time slot.
- Parking is in the area opposite the shed - facing the front of the car toward the obstacle course - pls park closely to the car next to you.
- You can change into clean clothes after the hose down in the dedicated male- or female allocated shipping container.



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## WHAT TO WEAR

- Our obstacle course events feature mud, sand, water. 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 (no jeans, or heavy casual clothing which can make climbing difficult).
- We recommend long pants and long sleeves.
- You **MUST** wear closed shoes! We recommend strong, supportive shoes (not wellies, studs, water shoes, sandals, thongs, heels)
- Race in something you have trained in. Do not try a new pair of shoes or compression shorts on the day of the session.
- Long hair? Tigh it back, low in the neck. Preferably not on top of head as it may catch the nets whilst crawling.

Please do **NOT** wear a dress, skirt or low hanging, tight pants – none of this is appropriate or suitable for climbing.

Please do **NOT** wear football boots with studs or wellington boots – they are slippery whilst climbing.

Please do **NOT** wear hats with a cord around the neck.

Please do **NOT** wear jewellery, other than waterproof fitness watches and trackers.

## WHAT TO BRING

You must bring a:

- This completed and signed waiver form (if you have completed the form online there is NO need to bring the form)
- Plenty of water (pls arrive with a minimum of 1 filled Water bottle)
- Towel + Clean Clothes and Shoes for after
- A plastic bag to put your wet clothes & shoes in after
- Sunscreen + Insect repellent
- Medication and medical supply (incl. but not limited to asthma puffers & relievers, EpiPen).

## Authority

I hereby affirm that the information I have provided is accurate and complete in its entirety. I understand that thorough my honest responses to these questions it is essential to my wellbeing and safety.

### Participants Name

First Name

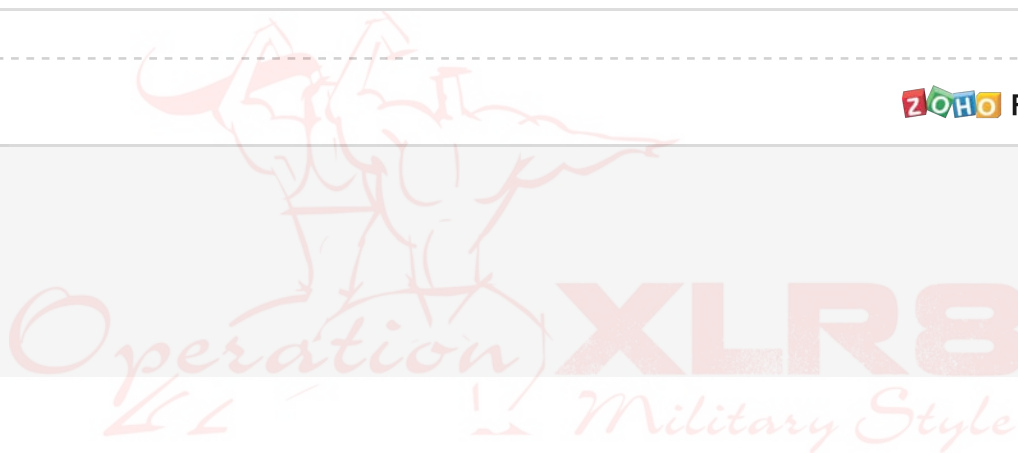
Last Name

*By signing, I confirm that I have read, understand, and agree to the T&C's set out in this form.*

### Date

### Signature

 Zoho Forms

 Operation XLR8  
Military Style

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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:

Parent Name

First Name

Last Name

Date

Parent Signature

Please list all names of family members that are on this form.

On behalf of Name

First Name

Last Name

On behalf of Name

First Name

Last Name

On behalf of Name

First Name

Last Name

On behalf of Name

First Name

Last Name

On behalf of Name

First Name

Last Name

 Zoho Forms

