



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.

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.

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.

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.

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.

I accept the Terms and Conditions.



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;***
 - d. ***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.

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.

Date: ___/___/___ Full Name: _____ Signed: _____

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:

Date: ___/___/___ Parent Full Name: _____ Signed: _____



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.
- Lost property can be collected on an agreed date and time **only**, we cannot post it!

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? Thigh 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:

- 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).