



Terms & Conditions

BALDIVIS HEALTH & FITNESS CONSENT AND WAIVER OF LIABILITY

You must read this document carefully before agreeing to participate in a Balddivis Health & Fitness session, program, therapy, consultation, workshop, or event. The clauses below form part of the terms & conditions of entry. By participating in a session in any capacity you are agreeing to be bound by these clauses. You may wish to seek legal advice before agreeing to participate or attend.

Upon consideration for engaging in strenuous exercise, massage therapy, body scan ultrasound, consultation or entering upon premises of Balddivis Health & Fitness, the individual whom booked an appointment, attended, participated or purchased Balddivis Health & Fitness services, being an adult of legal age, booking or purchasing on behalf of himself, or herself, or on behalf of another adult being of legal age, 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 Balddivis Health & Fitness or anyone affiliated personally with the entities described, including directors, employees and agents, arising out of any incidents which may occur resulting in mentally, physically, financially, emotionally, or any injury, loss, danger or damage, now or in the future, to the individual, his/her belongings or any of the parties described herein for whom the booking or purchase.

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 or massage therapy, body scan ultrasound, consultation, workshop or event 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 or massage therapy or body scan ultrasound if there are any medical concerns. You assume full responsibility for any consequences arising from your participating in any session, program, therapy, consultation, or event organized by Balddivis Health & Fitness. This includes medical treatment, loss of earnings, damages or other expenses incurred by yourself, on your behalf on the behalf of any third party to whom you are responsible, including but not limited to any other person attending or as a result of attending the session, therapy, consultation, program or event in whatever capacity.

You understand that participating in a Balddivis Health & Fitness session or therapy includes strenuous physical activity and/or may be a hazardous activity.

- You assume all risks associated with participating in a Balddivis Health & Fitness session or therapy, including but not limited to pain or discomfort, fatigue or shortness of breath, dizziness or palpitations, negligent or wanton acts of other participants, skin reactions, bruising, defects or conditions of premises, all such risks being known and appreciated by you. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death.
- You agree not to participate unless you are medically able.
- You agree to inform Balddivis Health & Fitness in writing prior to attending or participating in a session or therapy when you have any medical, emotional or physical condition that may cause a risk to yourself or to others, including but not limited to: musculo-skeletal problems, circulatory-asthma problems, neurological problems, skin problems, respiratory problems, immune problems, digestive problems, or had a recent operation, pregnancy, glandular fever, diabetes, psychological problems, substance abuse or feeling unwell.
- You understand that the sessions and therapy are offered to support health, wellness, wellbeing, healing, and relaxation and do not constitute an effective substitute for the medical treatment of illness, injury, or any other medical condition. You will consult with your regular physician(s) prior to engaging in the session/s or therapy in which you are participating and will continue to consult with such physician(s) during such session/s or therapy regarding your health and any medical treatment that you may require.



- You agree that you are responsible for deciding whether to participate in the session/s or therapy, and you have not relied on the advice of any other person, whether associated with Balddivis Health & Fitness, or otherwise, in doing so.

Payment: All payments are to be made in advance. Package renewals are due at the last session of the current package.

Rescheduling appointments: If your request to reschedule your appointment is placed less than 24 hours prior to the appointment, you will be charged for the scheduled session.

Cancelling or missing an appointment: If you miss a scheduled appointment, voluntarily withdraw from events or sessions or cancel with less than 24 hours' notice, you will be charged for the scheduled session and you will not be reimbursed for any fees or other expenses incurred. You understand that if you are deemed a No Call - No Show for a scheduled appointment, class, program or event, the cost of the scheduled appointment will be charged, deducted from your account or session card.

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 group session will be charged pro-ratio.

Multi session cards/ Credit: I accept that multi session cards/ credit cannot be used by- or transferred to any other individual. Multi session cards/ credit will expire if you do not participate in a class, program, or event for a period of six months.

Medical freeze option: If you become ill or injured and have been advised by your doctor to temporarily discontinue training, you may freeze any remaining sessions for a period up to 9 months.

Refunds: Balddivis Health & Fitness applies a no refund policy with the exception of an injury arising that prevents you from continuing with your training or massage therapy **permanently** then you will be refunded for any remaining sessions minus a \$25 admin fee and any session/s already used will be charged at the casual non discounted rate. A doctors note confirming the injury and permanent prevention of exercise will be required.

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 Balddivis Health & Fitness. If the registration form is completed manually, we also hold a hardcopy of the form in our office. 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 in writing 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 booking 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. Balddivis Health & Fitness will take all reasonable measures to remove potential allergens from catering arrangements organized by Balddivis Health & Fitness. However, due to the presence of other clients and consumption of own food OR catering arrangements made directly by the clients of Balddivis Health & Fitness 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 you grant permission for Balddivis Health & Fitness to use photos and videos taken in connection



with the above-identified activities reasonably related to promotion of Balddivis Health & fitness services without the need for my prior approval. I authorize Balddivis Health & Fitness its assignees and transferees to crop or treat any photographs and edit video material at its discretion and that Balddivis Health & Fitness may choose not to use my photos and/or video at this time, but may do so at its own discretion at a later date. I hereby agree to indemnify and hold harmless from any claims: Balddivis Health & Fitness, the photographer and/or videographer, its agents, and assigns.

Quotes Release Statement and Permission to Use quotes: You hereby grant permission to Balddivis Health & Fitness to use your quotes and/ or words on its website, online social media or other official publications and presentations without further consideration, and you acknowledge that Balddivis Health & Fitness's right to treat the quotes and words at its discretion.

Release of claims: By accepting these terms and conditions you 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 current and future sessions or the new term upon expiry of the current session, program, therapy, event or term without the need for a new agreement / waiver form to be dated or agreed to.

Waiver of Liability: You accept that participating in exercise or massage therapy or body scan ultrasound has a risk of causing injury, both minor and potentially major.

YOU ACCEPT THIS RISK AND ACCEPT FULL RESPONSIBILITY FOR YOUR EXERCISE, TRAINING, MASSAGE AND BODY SCAN ULTRASOUND.

You will in no way hold Balddivis Health & Fitness or your therapist 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 or deep tissue sports massage or a body scan ultrasound and to the best of your knowledge you are ready and able to undertake this exercise program or deep tissue sports massage or scan.

I, the undersigned have enrolled in a fitness/exercise/ massage program/ consultation/ ultrasound scan of strenuous physical activity which may include but is not limited to aerobic conditioning and cardiovascular conditioning, weight training, strength training and flexibility training offered by Balddivis Health & Fitness and their staff. In consideration of my participation in this fitness/exercise/massage/ ultrasound program, the undersigned, for myself, my heirs and assigns, hereby release Balddivis Health & Fitness (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/massage/ ultrasound scan program. I fully understand that I may injure myself as a result of my participation in the fitness/exercise/massage/ ultrasound scan program and I do hereby release Balddivis Health & Fitness 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, skin conditions and any other illness, soreness or injury caused, occurring, during or after my participation in the fitness/exercise/massage/ ultrasound scan program.

Physicians Examination Waiver: ATTENTION: You should consult with your physician before beginning exercise classes or massage therapy or any type of Balddivis Health & Fitness program. Factors unknown to you may have an adverse effect 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/ massage/ ultrasound scan program. If I choose to not get a physician's 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/ massage/ ultrasound scan 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.

FITNESS CLASSES CONSENT AND WAIVER OF LIABILITY

This agreement forms a legal contract between you and Balddivis Health & Fitness when you have booked or purchased, attended, or participated and therefore accepted the terms and conditions of registration.

You guarantee that you are in satisfactory physical condition and that you have no medical or other reason why you, or your child, who you register, are not capable of engaging in exercise, and that such exercise would not be detrimental to your health, safety, comfort or physical condition. You also undertake (or have already undertaken) to attend your 6-week post-natal check by your doctor prior to commencing any type of exercise, if applicable.

The multi-session offers cannot be used by or transferred to other individuals. The multi-session offers cannot be rolled over to another term unless the multi-session card is purchased mid-term. The multi-session offers will expire at the end of each term or at the end of the following term if purchased mid-term.

There are limited places on each program. Balddivis Health & Fitness applies a first pay, first go system with the booking of all programs or sessions. You understand that Balddivis Health & Fitness has the right to cancel the program if there are less than 10 participants registered. No fee will be charged.

You agree to the policies and procedures that have been presented to you. Failure to comply with the policies and procedures at any given time can result in termination of your service participation.

You further understand and agree that Balddivis Health & Fitness applies a no refund policy and that no refunds for missed, unused or cancelled classes will be given at any time. You understand that you cannot transfer missed, unused or cancelled classes to other individuals or other programs nor to a later period or term. If you are deemed a No Call – No Show for a scheduled session, you have lost all entitlement to that session, you will be charged in full for that session and/or the session will be deducted from your account or card. All programs are 1-hour sessions over 10 weeks, unless stated otherwise.

Fitness Class – Waiver Of Liability: 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, weight training, strength training and flexibility training offered by Balddivis Health & Fitness and their staff. In consideration of my participation in this fitness/exercise program, the undersigned, for myself, my heirs and assigns, hereby release Balddivis Health & Fitness (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 Balddivis Health & Fitness (it's employees and owner), 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 and any other illness, soreness or injury caused, occurring, during or after my participation in the fitness/exercise program.



Fitness Class – 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 effect on your physical well-being, including death. You should inform your physician that you are about to begin a fitness program. I 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 physician’s 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.

Fitness Class – Model Release: I do hereby give to Balddivis Health & Fitness, his assigns, licensees, successors in interest, legal representatives, and heirs the irrevocable right to use my name (or any fictional name), my verbal or written statements, comments, feedback, opinion, picture, portrait, image, photograph in all forms and in all media and in all manners, without any restriction as to changes or alterations (including but not limited to composite or distorted representations or derivative works made in any medium) for advertising, trade, promotion, exhibition, or any other lawful purposes, and I waive any right to inspect or approve the photograph(s) and/or videos finished version(s) incorporating the photograph(s) and/or videos, including written copy that may be created and appear in connection therewith. I hereby release and agree to hold harmless Balddivis Health & Fitness, the Photographer, his or her assigns, licensees, successors in interest, legal representatives and heirs from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of the photographs, or in any processing tending toward the completion of the finished product. I agree that the Photographer owns the copyright in these photographs and/or videos or works and I hereby waive any claims I may have based on any usage of the photographs and/or videos or works derived there from, including but not limited to claims for either invasion of privacy or libel. I am of full age and competent to sign this release. I agree that this release shall be binding on me, my legal representatives, heirs, and assigns. I have read this release and am fully familiar with its contents.

I hereby affirm that I have read, understand, and agree to all of the above in its complete entirety.

XLR8 ASSAULT COURSE LIABILITY WAIVER

By purchasing a ticket/s or submission of the booking form, you are agreeing to the stipulations and requirements of XLR8 assault course events. You

- You agree to participate in the XLR8 assault course event for the agreed-upon non-refundable fee.
- You understand that entering an XLR8 assault course event is a strenuous physical and hazardous activity.
- You assume all risks associated with competing in the XLR8 assault course event, including but not limited to falls, contact with other participants, negligent or wanton acts of other participants, completing all obstacles, defects or conditions of premises, the effects of weather, including high heat and/or humidity, all such risks being known and appreciated by you. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death.
- You agree not to participate unless you are medically able.
- You agree to inform the officials of XLR8 assault course in writing prior to attending or participating in the event when you have any medical, emotional or physical condition that may cause a risk to yourself or to others, including but not limited to: musculo-skeletal problems, circulatory-asthma problems, neurological problems, skin problems, respiratory problems, immune problems, digestive problems, or had a recent operation, pregnancy, glandular fever, diabetes, psychological problems, substance abuse or feeling unwell.
- You agree to not consume alcohol prior, nor during the XLR8 assault course event or ingest any medicines or substances that will inhibit your mental or physical ability to safely and effectively participate in the event.



- You agree to abide by any decision of the race official relative to your ability to safely complete the obstacle course event.
- You understand that you must be at least 18 years old or have a Parent/Guardian agreeing to the content of this waiver and consent to its terms.
- You understand that access to the obstacle course area is only permitted with officials of XLR8 assault course present.
- You understand that your belongings are your responsibility and that the management of XLR8 obstacle course does not take responsibility for loss or damage, direct or indirect, however caused (including negligence) of your personal belongings, including but not limited to mobile device, apparel, video and photography equipment of any kind, vehicle, glasses, hearing aids, jewellery whether on you, with you or left anywhere, attended or unattended on the premises of XLR8 obstacle course.

You understand and will abide by the rule that no guests, visitors or spectators, including children whom are not participating in the event, wheeled baby conveyances or other wheeled means of conveyance or pets are permitted in the obstacle course area at any time.

You consent to emergency medical care and transportation in order to obtain treatment in the event of injury to you as medical professionals may deem appropriate. The Waiver extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.

You grant permission to XLR8 assault course, its affiliates, staff, volunteers, sponsors, and assigns to use any photographs, motion pictures, recordings, statements or any other record of this obstacle course event for any purpose, including but not limited to promoting, advertising and marketing purposes. Any and all photographs, motion pictures, recordings or other records of the obstacle course event are the sole property of XLR8 assault course.

The official race directors reserve the right in any event of emergency or local or national disaster to cancel the race, and in any event of cancellation or change there is no refund of entry fees guaranteed.

Participants are expected to exhibit appropriate behaviour at all times, including obeying all laws. This includes respect for all people, equipment, and facilities; and cooperative, positive participation. XLR8 assault course 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.

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 booking 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 own food OR catering arrangements made directly by the client we are unable to guarantee an environment absolutely free of such allergens.

Event booking: You understand and agree that your booking for an event is not complete until full payment has reached XLR8 Assault Course bank account and a confirmation email has acknowledged the receipt of your payment in full.

If you are the organizer of an event on behalf of an entity or others or you are the organizer of an event to which you invite others to, including but not limited to events such as school programs, vacation care programs, private bookings, clubs and team events, corporate events, you acknowledge that you must complete and return the booking form to XLR8 assault course first and that each attending participant is required to complete and sign the



Waiver by a responsible adults such as parent or guardian in case of a minor, and return the Waiver to the organizer prior to the event, who will hand it over to the officials of XLR8 assault course or each individual participant will be required to hand over the Waiver to the officials of XLR8 assault course on the day of the event.

You understand that XLR8 assault course applies a 'first pay, first go' system and you acknowledge that any organizer who completes, signs and returns the completed booking form, pays the deposit or pays in full has first right to his/her preferred date and time.

You acknowledge that you will provide the correct number of participants attending your event on the booking form and that XLR8 assault course does not provide a refund for no shows, cancellations, or any other reason. You agree to pay prior to the day- or on the day of the event for additional number of participants attending the event.

You understand that XLR8 assault course is not a medically supervised program and that XLR8 assault course was developed for healthy people with no medical conditions or risks, either physical or psychological. In addition to the terms above, you represent that you are in good physical condition and have no medical reason or impairment that might prevent you from participating in XLR8 assault course event. As such, you acknowledge that XLR8 assault course did not give you medical advice before XLR8 assault course, and cannot give you any after the program, related to your physical condition and ability to participate. If you have any health or medical concerns now or after XLR8 assault course event, you will discuss them with your doctor.

If you have an existing medical condition, before you can begin, you will present your XLR8 assault course instructor with a Medical Release Form, signed and dated by your personal physician.

In consideration of your participation in the obstacle course event offered by XLR8 assault course, you understand and voluntarily accept this risk and agree that XLR8 Fitness (WA) Pty Ltd and XLR8 assault course, their officers, directors, employees, volunteers, agents and independent contractors will not be liable for any injury, including, without limitation, personal, or mental injury, economic loss or any damage to you, your spouse, guests, child/ unborn child or relatives resulting from the negligence of XLR8 assault course or anyone on XLR8 assault course' behalf or anyone participating in the obstacle course event whether related to exercise or not. This agreement is effective through the purchase of your ticket/s and submission of the booking form. By purchasing your ticket and/or submission of the booking form, you acknowledge and agree that you have read and understood the foregoing and know of the nature of the activities at XLR8 assault course event and you agree to all the terms of this Agreement.

IF YOU ARE UNDER THE AGE OF 18 YOUR TICKET MUST BE PURCHASED BY A PARENT/GUARDIAN.

By purchasing a ticket/s, you, parent/guardian of the participant, hereby gives approval to the child's participation in the obstacle course event. You are solely responsible for determining if your minor child is physically fit and/or skilled for the obstacle course event activities contemplated by this Agreement. You assume all risks and hazards incidental to such participation in the obstacle course event, and you hereby waive, release, absolve, indemnify and agree to hold harmless XLR8 Fitness (WA) Pty Ltd and XLR8 assault course, its officers, heirs, assigns, administrators, personal representatives and executors, firms, corporations, businesses, and past and present employees, owners, agents, shareholders, employees, volunteers, sponsors, participants for any claim arising or of any injury to your child and from any and all claims, causes of actions, obligations, lawsuits, charges, complaints, contracts, covenants, damages, costs, expenses, responsibilities, or whatsoever kind, nature or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, from all claims or liabilities of any kind arising out of or connected with your child's participation in this obstacle course event. You consent to the liability waiver, and know and understand its contents, and agree the same of your own free act and deed.