



Lynnette Bolton

Lynnette Bolton Personal Training For EVERYbody

ACKNOWLEDGEMENT RELEASE AND ASSUMPTION OF RISK

Warning this is an important document, which affects your legal rights and obligations. Please read it carefully and do not sign it unless you understand it. If you have any questions please ask.

Participant name: _____ Date of Birth: _____

Address: _____

Suburb: _____ Postcode: _____

Daytime Phone: _____ Email: _____

Place of Work at Gateway 241: _____

Acknowledgement of Risks, Injury and Obligations

I acknowledge that the activities I am to undertake have potential dangers and by participating in them I am exposed to certain risks. I acknowledge and understand that whilst participating in any such activities:

- I may be injured, physically, mentally, or may die.
- Any physical conditions I may have, of which I may or may not be aware, of which I may or may not have disclosed to the centre or its staff, may be aggravated or worsened by my participation.
- My personal property may be lost or damaged.
- Other persons participating in such activities may cause me injury or may damage my property.
- I may cause injury to other persons or damage their property.
- The conditions in which activities are conducted may vary without warning.
- I may be injured or die or suffer damage to my property as a result of the negligence or breach of contract of Gateway 241 Corporate Wellness Studio (Gateway Studio) and Lynnette Bolton Personal Training Pty Ltd, its servants or agents.
- There may be no or inadequate facilities for treatment or transport of me if I am injured.



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I assume the risk of, and the responsibility for any injury, illness death or property resulting from my participation in any activities.

I release and indemnify Gateway 241 Corporate Wellness Studio (Gateway Studio), Lynnette Bolton Personal Training Pty Ltd, the Landlord and its Building Management Team.

In consideration of the acceptance of my payment (or guest status) for participating in any activity (and except to the extent that the centre may be precluded by statute) I agree to release and indemnify Gateway 241 Corporate Wellness Studio (Gateway Studio), Lynnette Bolton Personal Training Pty Ltd and her staff as well as the Landlord and its Building Management Team as follows:

- I participate in the activities at my sole risk and responsibility.
- I release, indemnify and hold harmless Gateway 241 Corporate Wellness Studio (Gateway Studio), Lynnette Bolton Personal Training Pty Ltd, the Landlord and its Building Management Team, its servants and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of arising out of any injury, loss, damage or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever.

I also agree that in the event that I am injured or my property is lost or damaged, I will bring no claim, legal or otherwise, against the Gateway 241 Corporate Wellness Studio (Gateway Studio), Lynnette Bolton Personal Training Pty Ltd, the Landlord and its Building Management Team or its servants and agents, in respect of that injury, loss or damage.

Before signing this document I have read and understand it and know how it affects my legal rights.

Signed by: _____

Print Name: _____

Date: _____

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Warning of risk

The fitness training and activities in which you will engage at *Gateway 241 Corporate Wellness Studio (Gateway Studio)* is inherently dangerous, or otherwise involves obvious risks including because it involves recreational activities and exercise which will elevate your heart rate and increase your blood pressure. You will also use gymnasium equipment with moving parts.

Whilst Gateway 241 will require you to provide a medical clearance from a registered medical practitioner, you may suffer from latent or underlying conditions not otherwise apparent. Consequently this notice operates as a warning within the meaning of the *Civil Liability Act, 2002 (Act)* to the intent that whilst care is taken even reasonable care will not eliminate the risks mentioned. As such you undertake activities at the gateway Studio at your own risk in circumstances the owners and operators of Gateway will claim the protections under the Act from any claim for harm to you that you might otherwise seek to make arising out of your use of and activities at the Gateway Studio.

Gateway Studio requires you to acknowledge this Warning of Risk by signing this document, where indicated below.

Signed by: _____

Print Name: _____

Date: _____

- Has the Participant been inducted to the Gym? YES / NO
- The Participate has provided a current Doctors Certificate? YES / NO

Lynette Bolton, confirms satisfaction of the induction process to allow the Building Management Team to upgrade the participant's security access pass.

Signed: _____

Date: _____