

LIABILITY WAIVER FORM

EXCLUSION OF CERTAIN RIGHTS TO SUE

The purpose of this agreement is to exclude the liability of the provider for any personal injury or death to the participant and other people in the care and control of the participant howsoever caused, who signed this form as acknowledgement of the terms and conditions of this agreement. By signing this form you are waiving your rights to sue the provider for losses relating to personal injury or death arising from the provision of Recreational Services to you and your participation in the event, activity or competition (hereon after referred to as the Recreational Activity) Under the provisions of the Trade Practices Act and various state laws conditions implied into contracts that mean the provider of Recreational Services, noted below, is required to ensure that the Recreation Services it provides to you are rendered with due care and skill, are fit for the purpose for which they are commonly bought as it is reasonable to expect, or might reasonably be expected to achieve the result you may have made known to the Provider

NAME and ADDRESS of PROVIDER

Fitness & Health Geelong Pty Ltd, The Office: 196 Mt Pleasant Rd, Highton.
 BODY WORX 24:7, Fitness Studio
 Roaming Ranch, Ainslie Park, 250 Bogans Lane, Freshwater Creek, Blackwatch Park Rolls Rd, Nullawarre,
 Regional Victoria Sites, Curtain Call Ballarat Dance Studio
 ABN: 69 147 524 187

The participant acknowledges that the recreational activity being undertaken is an activity being undertaken for the purposes of recreation, enjoyment or leisure that involves a significant degree of physical risk. The provider acknowledges they are providing the Recreational Services listed below, this may entail providing facilities for participation in the recreational activity, or training the person to participate in the recreational activity, or supervising, guiding or otherwise assisting a person's participation in a recreational activity.

The participant hereby acknowledges they have received a safety briefing about the activities they are about to participate in and have been warned about the risks associated.

The participant hereby acknowledges that in participating in the recreational activity that there are risks involved to him / her or other people in their care and control. The participant also acknowledges that the purpose of the recreational activity is for the benefit of the participant and those in the care of the participant, and at all times the participant is responsible for his/her own actions and the actions of others in their care and control.

LIST of RECREATIONAL SERVICES

Equine Therapy, Horse Riding, Cowboy Racing, Dirt Bike Riding, Quad Bike Riding, Parkour, Boxing, Martial Arts, Fitness Activities, Sporting Activities, Games, Camping, Challenge Course, Archery, Geocaching, bushwalking, Fishing, yabbing, BootCamp, FitCamp, Animal Therapy. Dance Classes.
 Cooking, Dog Training & Agility, Disco Night ,Bike Riding, obstacle course Fun Runs & Events

The Participant acknowledges that during all times while he/she is participating in the recreational activity he/she does so at their own risk. The Participant and all others in their care and control will not hold the provider or the employees liable for for any personal injury or breach of contract wheather caused by negligence of the Provider or it's employees, howsoever caused. The Participant acknowledges that If at any time during the activity they or other persons in their care is in difficulty during participation in the recreational activity, that they are to stop the activity and/or request the activity be stopped if appropriate, and to seek help, assistance or advice.

DECLARATION and SIGNATURE

By signing this agreement I understand that the Recreational Services about to be sold to me as set out in this form may result in personal injury or death to me or other persons in my care and control.

By signing this agreement I understand that I am waiving my rights to and the rights of the persons in my care and control, to sue the Provider for losses resulting to my personal injury or death, which are sustained as a result in my participation of the recreational activity, whether caused by the negligence of the Provider or employees howsoever caused.

Participant Name:	Participant Signature:
DATE:	Phone:
Email:	

GUARDIAN NAME:

GUARDIAN SIGNATURE:

