



Inner Core Personal & Group Training

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ABN 6934 7695 600

PARTICIPANT'S ACKNOWLEDGEMENT OF RISK FORM INCLUDING WAIVER, RELEASE & INDEMNITY

This is an important document which affects your legal rights and obligations. Read it carefully and do not sign it unless you are satisfied that you understand it. If you have any questions please ask a representative of the business.

The Participant:			
Address of Participant:			
DOB:		GENDER:	M F
Mobile No:			
Email Address:			
The Business:	Inner Core Personal & Group Training ABN 6934 7695 600		
The Activity:	Kayaking, Boot Camp, Group Fitness, Personal Training		

The Risks of the Activity:- Kayaking, Boot Camp, Group Fitness, Personal Training entail known and anticipated risk which could result in physical or emotional injury, paralysis, death or damage to myself, my property or to third parties. The risks include (but are not limited to) the hazards of walking and cycling on uneven terrain and unformed roads and tracks, slips and falls, collisions with motor vehicles and/or animals, being struck by rock or vegetation fall or other objects dislodged or thrown from above, the use of climbing ropes and equipment, tripping during ingress or egress from or to motor vehicles, falling from a height, the forces of nature including lightning, fire, flood, storm or tempest, unexpected changes in the weather, risks of exposure to attack by animals or insects (including but not limited to snakes, blue bottles, jellyfish, sharks), the risks of altitude and cold, including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema, needle stick injury, risks associated with activities conducted upon water including drowning, risks associated with my own physical condition (including undiagnosed physical conditions from which I may suffer) and the affects associated with physical assertion associated with the activity.

PRE-EXERCISE SCREENING

1.	Are you taking any current medication?	No	Yes
2.	Are you pregnant?	No	Yes
3.	Do you have any infectious/contagious diseases?	No	Yes
4.	Have you ever had a heart attack, coronary revascularisation surgery or a stroke?	No	Yes
5.	Has your doctor ever told you that you have heart trouble or vascular disease?	No	Yes
6.	Has your doctor ever told you that you have a heart murmur?	No	Yes
7.	Do you ever suffer from pains in your chest, especially with exercise?	No	Yes
8.	Do you ever get pains in your calves, buttocks or at the back of your legs during exercise which are not due to soreness or stiffness?	No	Yes
9.	Do you ever feel faint or have spells of severe dizziness, particularly with exercise?	No	Yes
10.	Do you experience swelling or accumulation of fluid about the ankles?	No	Yes
11.	Do you ever get the feeling that your heart is suddenly beating faster, racing or skipping beats, either at rest or during exercise?	No	Yes
12.	Do you have chronic obstructive pulmonary disease, interstitial lung disease, or cystic fibrosis?	No	Yes
13.	Have you ever had an attack of shortness of breath that developed when you were not doing anything strenuous, at any time in the last 12 months?	No	Yes
14.	Have you ever had an attack of shortness of breath that developed after you stopped exercising, at any time in the last 12 months?	No	Yes
15.	Have you ever been woken at night by an attack of shortness of breath, at any time in the last 12 months?	No	Yes
16.	Do you have diabetes [IDDM OR NIDDM]?	No	Yes
17.	Do you have any ulcerated wounds or cuts on your feet that do not seem to heal?	No	Yes
18.	Do you have any liver, kidney or thyroid disorders?	No	Yes
19.	Do you experience unusual fatigue or shortness of breath with usual activities?	No	Yes
20.	Is there any other physical reason or medical condition, or are you taking any medication(s) which could prevent you from undertaking an exercise program, or that you are concerned about?	No	Yes
21.	Do you suffer from epilepsy?	No	Yes

Medical Disclosure:- Fully set out the Participant's medical or other conditions that may be relevant to your performance of and ability to participate in the Activity – see page 2.

I certify that I have no medical or physical conditions which could interfere with my safety in the Activity or else I am willing to assume and bear the costs of all risks that may be created either directly or indirectly by any such condition.

ACKNOWLEDGEMENT

1. I acknowledge that:-
 - (a) I am the Participant.
 - (b) I am being supplied with a recreational/fitness provider service by the Business.
 - (c) The Activity is a dangerous recreational activity which involves a significant risk of physical harm.
 - (d) I may be injured in performing that Activity.
 - (e) My personal property may be lost, damaged or destroyed in performing the Activity.
 - (f) Other people may cause me injury or may damage my property in the course of performing the Activity.
 - (g) I may cause injury to other persons or damage their property in performing the Activity.
 - (h) The natural conditions in which the Activity is conducted may vary without warning.
 - (i) My participation in the Activity is voluntary and I have not been required by the Business to engage in the Activity.
 - (j) I have disclosed any pre-existing medical or other condition that may affect the risk that either I or any other person will suffer injury, loss or damage.
 - (k) The Business relies on the information provided by me and I state that all such information is accurate and complete.
 - (l) I am aware of the dangers associated with the consumption of alcohol, mind altering substance, drug or other substance which may impair my judgment or physical ability or capacity to safely participate in the Activity and accept full responsibility for any injury, loss or damage associated with my consumption of alcohol, mind altering substance, drug or other substance which impairs my judgment, physical ability or capacity to safely participate in the activity.
 - (m) This document records the entire agreement between the Business and I in relation to the Activity and my participation in it.
 - (n) I have not relied upon any advice, representations, or inducements by or on behalf of the Business in deciding to:-
 - (i) participate in the Activity; and
 - (ii) sign this document.

RISK WARNING

2. I acknowledge that I have been warned of the Risks of the Activity.
3. I acknowledge that the Activity may also involve other risks not noted in the Risks of the Activity on page 1.
4. The Business has provided me with oral warnings of the Risks of the Activity and the risks of physical harm in participating in the Activity.

ASSUMPTION OF RISK

5. Notwithstanding the significant risks of physical harm and injury inherent in the Activity, some of which are noted above, I agree to participate in the Activity on my own risk. The Participant further acknowledges and agrees that he/she has undertaken the Activity freely, voluntarily and absolutely at his/her own risk and with full appreciation of the nature and extent of the risks involved in the Activity.

WAIVER, RELEASE AND INDEMNITY

- 6. I agree that the provisions of state legislative provisions (which provide for an implied warranty that services be rendered with due care and skill and that any material supplied in connection with those services will be reasonably fit for purpose) are excluded and do not apply to this contract in so far as they relate to liability for death or personal injury from the Activity.
- 7. I agree to release and hold harmless the Business, its servants, employees and agents from and against any liability arising out of any injury, loss, damage or death caused to me or my property or any other person arising from or in connection with my participation in the Activity whether such injury, loss or damage or death was caused directly or indirectly by negligence, breach of contract or any way whatsoever other than where the injury, loss, damage or death was caused solely by the negligence of the Business, its servants, employees or agents.
- 8. I agree to indemnify and hold harmless the Business, its servants, employees and agents from all claims, damages, losses, injuries and expenses arising out of or resulting from my participation in the Activity. This indemnification extends to all claims made by any other person against the Business, its servants, employees or agents in respect of any injury, loss or damage arising out of or in connection with my participation in the Activity, other than where the injury, loss, damage or death was caused solely by the negligence of the Business, its servants, employees or agents.

MISCELLANEOUS

- 9. I agree to comply with all rules and directions made or given by the Business, in connection with the Activity. I understand that if I fail to comply with the rules and/or directions of the Business, I may be injured or injure someone else. Further, I understand that I will not be permitted to continue the Activity and no refund will be given.
- 10. I agree to report all accidents, injuries or loss or damage sustained by me to the Business before I leave the site on which the Activity is performed.
- 11. I agree that if I suffer any injury or illness I agree that the Business may provide or arrange evacuation, first aid and medical treatment at my expense.

I ACKNOWLEDGE THAT I HAVE READ THIS FORM AND THAT IT HAS BEEN EXPLAINED TO ME. I FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGNED THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME.

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Signature of Participant

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Date