

FULL TERMS & CONDITIONS

A medical questionnaire must be filled in prior to training. In some cases a Doctors certificate may be required before commencement of training. Payment for the training sessions are subject to change prior to full payment being received in full to the Trainer. Fees are dependent on the package purchased. No two specials can be packaged together. Packages are non-refundable once full payment is to be received by the Trainer.

All care, but no responsibility is taken by the Trainer during or as a result of training sessions. The Trainer aims to achieve results for the Client, but is not responsible if the client does not accept the results. Payment forms accepted is via, direct debit or cheque. Proof of ID is required if payment by cheque. See the trainer for direct debit forms. It is up to the individual attending to wear the appropriate clothing and to bring your own towel and water. Failure to do so will result in you not being able to participate in the session. You will still be charged in full for this session.

To avoid a loss of a session, cancellation must be advised to the trainer within 24 hours prior to the session. If outside the 24 hours the session can be rebooked for an alternative time. *All NO SHOW results in a loss session.

DISCLAIMER:

iDefine Health & Fitness and their owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, servants, representatives, successors and assigns are not responsible for any death, injury, loss, or damage of any kind suffered by any person while using iDefine Health & Fitness facilities, participating in or watching iDefine Health & Fitness activities, caused in any manner whatsoever including, but not limited to, the negligence of iDefine Health & Fitness. I am aware that activities have inherent dangers and risks including but not limited to the potential for serious personal injury or death caused by any iDefine Health & Fitness activities or any condition of the facilities or equipment of iDefine Health & Fitness, some of which include: Transient light-headedness, fainting, abnormal blood pressure, chest discomfort, muscle cramps, muscle soreness, pain, discomfort, fatigue, nausea, heart failure, exercise induced rhabdomyolysis, and so forth;

All manner of injury resulting from slipping or falling, either roped or unroped, while jumping, skipping, running, walking, lifting, climbing, and impacting against the floor, walls, equipment, other athletes, or any permanent or temporary fixtures or equipment;

Abrasion, entanglement, lacerations, bruising, dislocation, and other injuries resulting from training on or near stands, racks, weight bars, pull up bars, walls, ropes, medicine balls, and plyo boxes;

Injuries resulting from falling training or objects such as weights, dumbbells, bars, medicine balls, ropes, and so forth or by any objects dropped by other persons conducting training or assisting others;

Failure of the equipment, racks, stands, bars, attachments, anchors, ropes, harnesses; And, I do hereby further acknowledge and agree:

That the training I am participating in requires a moderate to high degree of effort, are designed to be high intensity, and are intended to maximally challenge my cardiovascular endurance, stamina, strength, flexibility, speed, power, coordination, agility, balance, and accuracy;

That I will honestly represent my level of fitness, health, nutrition, use of medication, medical history, and current physical, mental, and medical condition to iDefine Health & Fitness;

That although iDefine Health & Fitness takes steps to reduce the risks and increase the safety of all training, it is not possible for iDefine Health & Fitness to make these training completely safe;

That I am personally responsible for my preparation prior to activities, my concentration and attention during these training, and for my post training rest and recovery;

That I will learn and obey the rules and regulations of iDefine Health & Fitness, and that I will follow the instructions and directions of iDefine Health & Fitness during training;

That I will inform iDefine Health & Fitness immediately should I feel any pain, discomfort, fatigue, nausea or other symptoms that I may suffer during and immediately after training.

That I may stop participating at any time and that I may be directed to stop by iDefine Health & Fitness should I display noticeable signs of distress. That I consent to receive first aid and medical treatment by the iDefine Health & Fitness in the event of an accident, injury or illness during training.

That iDefine Health & Fitness may videotape, audiotape, or photograph you for instructional and promotional purposes without payment of any kind to you and without further notice to you or permission from you.

Release of Liability, Waiver of Claims, Assumption of Risk, Indemnity Agreement, and Jurisdiction Agreement RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of iDefine Health & Fitness, allowing me to participate in iDefine training, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against iDefine Health & Fitness and their owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, servants, representatives, successors and assigns (all of whom are hereinafter referred to as the "RELEASEES") and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in climbing and transportation activity, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF TRAINING;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in training; 3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any costs they may incur for medical costs, emergency transportation, and litigation resulting from my participation in training;

4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity; 5. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of NSW Australia and no other jurisdiction; and

6. Any litigation involving the parties to this Agreement shall be brought solely within NSW and shall be within the exclusive jurisdiction of the Courts of NSW. In entering into this Agreement I am not relying on any oral or written representations or statements made by CFX with respect to the safety of training other than what is set forth in this Agreement.

I CONFIRM THAT I AM THE FULL AGE OF EIGHTEEN (18) YEARS AND I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST IDEFINE HEALTH & FITNESS.

Acknowledgement of Conditions:

- I the Client, have read, understood and agreed to the above terms and conditions.
- I have filled in a Medical Questionnaire.
- I have paid all fees set by the Personal Trainer prior to the start of the first training session.