

INDEMNITY DECLARATION

I,.....[insert names]

of.....[insert address]

ph:.....email:.....

Emergency Contact:.....ph:.....

acknowledge and agree that:

WARNING

When engaging in fitness programs and fitness classes accidents can happen which may result in me being injured or my death. I declare that I have voluntarily read and understood this Warning, Exclusion of Liability and Release and Indemnity and accept and assume the risk of injury from participating in fitness programs and fitness classes, including *cardiovascular training, strength training, power training, balance training, pilates, yoga, stretching, circuit either indoors and outdoors* and participating in any other activity carried on by *Over Forty Fitness (OFF)* or its fitness professionals.

EXCLUSION OF LIABILITY

Except to the extent that terms are implied into a contract for the sale of goods and services by the *Trade Practices Act 1974 (Cth)* or other legislation, and cannot by contract be excluded, I agree that in consideration of being allowed to participate in fitness activities of *OFF* that *OFF*, and its directors, fitness professionals, employees, agents or contractors are absolved from all liability however arising from any injury or damage however caused (whether fatal or otherwise) due to any act of negligence to the fullest extent permitted by law (other than gross negligence), breach of duty, default and/or omission on the part of *OFF*.

RELEASE AND INDEMNITY

In consideration of *OFF* providing me with membership of *OFF* which entitles me to engage in fitness activities of *OFF*, I:

1. Release and forever discharge *OFF* from all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses however arising that I may have or may have had but for this release arising from or in connection with my involvement in fitness activities of *OFF*; and
2. Indemnify *OFF* to the extent permitted under the *Trade Practices Act 1974 (Cth)* or otherwise by law in respect of any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses, arising as a result of or in connection with my involvement in fitness activities of *OFF* whether caused or contributed to, directly or indirectly, by any act of negligence to the fullest extent permitted by law (other than gross negligence), breach of duty, default and/or omission on the part of *OFF*.

FITNESS TO PARTICIPATE

I declare that I am medically and physically fit and free from impairment and able to participate in the fitness activities. I have undertaken or will undertake all necessary medical and/or fitness assessments and examinations.

I have read, understood, agree with and acknowledge by signing, the above warning, exclusion of liability and release & indemnity and I assume with full knowledge the dangers in my participation in fitness activities and do so at my own risk.

Participant's Signature _____

Participant's Name _____ Date _____