



m: 0417 173 626

w: www.rawedgefitness.com

e: trainer@rawedgefitness.com

abn: 74 194 245 145

Indemnity release and waiver

I am about to engage in a fitness regime held by Raw Edge Fitness (REF). I hereby acknowledge that I am participating in physical and recreational activities with the full realisation that they may involve a significant risk of bodily injury, including death or damage to property of myself and others. These risks include, but are not limited to, the following:

- Physical exertion such as: climbing, lifting, spotting, holding, lifting equipment, scrambling/climbing on rocks, stretching exercises, jogging, jumping, running, quick movements.
- Environmental hazards such as: uneven, rough terrain, unpredictable contact with wildlife, hot & exposed climate, unpredictable weather, cold & exposed climate, unpredictable conditions (rock falls, lightning, rain, slippery rocks, etc) contact with plants, insects and other naturally occurring phenomenon, often of unknown variety or origin.

I realise that it is not possible to list specifically each and every risk. However, knowing the material risks and appreciation, knowing and reasonably anticipating that injuries and even death are possible, I hereby expressly assume all of the risks of injury or death that could occur by reason of my participation in the program.

I agree that, in exchange for and in consideration of REF permitting me to participate in the program, I hereby assume all the risks associated with the program, including but not limited to the use of facilities and equipment and agree to release and hold harmless REF, its trustees, officers, agents and employees, from any and all liability, actions, including, but not limited to, claims for negligence, recklessness or any other form of action for which a release may be legally given (including legal fees and costs) which may arise by or in connection with my participation in any activities related to the program.

In exchange for and in consideration of REF permitting me to participate in the program, I agree further to hold harmless and indemnify REF, its trustee, officers, agents and employees from any and all liability, actions, causes of action, negligence, debts, claims or demands of any kind and nature whatsoever (including legal fees and costs) by any person which may arise by or in connection with my conduct while participating in the regime.

I understand that while participating in the program I must follow the instructions and directions provided by REF personnel and that I must abide by the policies of REF. My failure to follow instructions or directions may result in my immediate expulsion from the program.

I understand I cannot consume, use or be under the influence of alcohol or consciousness-altering drugs, whether obtained or taken legally or not, while participating in the program and that my failure to abide by this rule will result in my immediate expulsion from the program.

Indemnity release and waiver continued.

WARNING ... Safety first!!

High intensity exercise must be approached cautiously in the beginning, a gradual ramp up of intensity is necessary to allow muscles cells to adapt to the new demands being placed on them. Failure to do so opens the door to a life threatening condition, known as 'Rhabdomyolysis'. In short, the muscle cells are damaged flooding the bloodstream with toxins that can overwhelm the kidneys as they attempt to cleanse the blood, leading to potential shutdown. High intensity exercise can cause Rhabdomyolysis. It is important that you start at a reduced intensity. Brown urine, complete muscle weakness and/or swelling of joints are warning signs of 'Rhabdo'. If you develop these symptoms, seek medical assistance **IMMEDIATELY**.

I, the undersigned, hereby acknowledge that I am participating in this regime at my own risk. In the event of injury, loss or damage arising out of or in connection with my participating in the regime, I hereby indemnify and will keep then indemnified against all liability.

If I am injured or do not wish to continue with REF program, I fully understand that there is no refund once I have committed.

I hereby certify that I am voluntarily signing this release and intend to be legally bound by its terms. I have read all of its provisions and fully understand its significance.

This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

If I am signing on behalf of a minor child, I also give full permission for any person connected with Raw Edge Fitness to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well being of the child. **Initials:** _____

Use of picture(s)/film/likeness: I agree to allow Raw Edge Fitness, its agents, officers, Principals, employees and volunteers to use picture(s), film and/or likeness of me for advertising purposes.

I Agree Initials: _____ **I DO NOT Agree:** _____

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS "INFORMED CONSENT FORM" I AM WAIVING CERTAIN LEGAL RIGHTS (INCLUDING THE RIGHT TO SUE) WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTOR, ADMINISTERS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. ANY QUESTIONS I HAD WERE ANSWERED TO MY FULL SATISFACTION.

Name: _____

Signature: _____ Date: _____