**Terms & Conditions/Waiver**

Face to Face and Online Personal training and/or Group Fitness involve an inherent risk of physical injury/death and the undersigned assumes all such risks.

The undersigned hereby agrees that Hayley Warner or any contracted employees allows the undersigned to participate in Face to Face or Online Personal Training program and/or Group Fitness session for which, or in connection with which Hayley Warner has made available any equipment, facilities, grounds or personnel for such training, the undersigned does hereby release, convent not to sue, and forever discharge Hayley Warner and her officers, agents, employees and contractors of any and all claims, demands, rights, and causes of action of whatever kind of nature including but not limited to negligence, unforseen bodily and personal injuries, death, damage to property, and the consequences thereof resulting in from participation in any way connected with such recreational programs and activities.

The undersigned understands that this Release, Convent Not to Sue, Waiver and Assumption of risk shall be effective from the date of signature until the effective termination of the Face to Face or Online personal training and/or group fitness session services by Hayley Warner.

By signing this document, the undersigned hereby acknowledges that he/she has read the above carefully before signing, and agrees to comply with all the above and below.

* Each participant in the Face to Face or Online Personal Training Program and/or Group Fitness Sessions should realise that there are substantial risks, hazards, and danger inherent in such training.
* It is the responsibility of each participant to participate in only those activities for which he/she has the prerequisite skills, adequate preparation and safe training space.
* Refunds are not given except in extenuating circumstances and are at the discretion of Hayley Warner.
* Hayley Warner does not warrant or guarantee in any respect the physical condition of the participant or any equipment used in connection with the activity. Therefore, in consideration of the benefits received from the Face to Face or Online Personal Training Program and/or Group Fitness sessions, the undersigned assumes all risks of damages or injury, including death that may be sustained by him/her while participating in an exercise or travelling to or from such activity.
* Hayley Warner or associated employees accept no responsibility for any child/children or person/people you may have with you at any session and/or activity. Therefore the undersigned assumes all risks of damages or injury, including death that may be sustained by any child/children or person/people that are accompanying you or under your care whilst you are participating in an exercise activity or in travel to or from such activity.
* All before and after screening data (including photos) is private and confidential. No personal or private information will be released without express written consent.
* I give permission for photos/videos taken during sessions to be used for marketing/advertising/social media purposes.
* In the advent of wet weather, a Face to Face session may be cancelled at the discretion of the trainer. While we will try our best to find an alternative venue, this is not always possible.
* Believe in Health and Fitness do not support the use of weight loss supplements and hold no responsibility for participants who choose to use these products. Whilst Believe in Health and Fitness will work with weight loss supplement representatives participating in their program; selling, advertising or any sort of procurement towards other Believe in Health and Fitness clients will not be tolerated. Any person found to be doing such will be removed from the challenge without refund.

***I                                                , certify and acknowledge:***

*That Hayley Warner, has advised me prior to my commencement of Face to Face and Online cardiovascular and resistance training programs and/or sessions that such participation could result in physical injury and/or death.*

*That I                                                , freely and knowingly assume all risk in such Face to Face and Online programs and/or sessions, and I hereby waive any right, claim, or cause of action against Hayley Warner or associated officers and release her and her company from any liability for any injury, cost, damage, expense or claim, which I or anyone accompanying me and/or under my care (including children) whilst participating in an exercise activity or in travel to or from such activity.*

*That I                                                 , have read this Liability Waver form, understand and agree with each of the foregoing points.*

**Print name:**

**Signature:**

**Date:**