



VITASPARK YOUTH STRENGTH & CONDITIONING



YOUTH PROGRAM TERMS & CONDITIONS

Parent/Guardian Consent • Safety • Participant Responsibilities • Liability • Child Safety • CCTV • Social Media

VitaSpark Youth Strength & Conditioning
5 Wilcox Lane, Sunbury, VIC 3429
Michael Sykes | michael@vitaspark.com.au
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VITASPARK YOUTH STRENGTH & CONDITIONING

IMPORTANT — ONLINE ACCEPTANCE

By purchasing or enrolling in a VitaSpark Youth Strength & Conditioning program for a participant under 18, the person completing the purchase confirms that they are the participant's parent or legal guardian, or otherwise have lawful authority to provide consent, and agrees to these Terms & Conditions on behalf of themselves and the participant.

These Terms & Conditions are made available before purchase and form part of the agreement for participation in the Program.

1. About These Terms

These Terms & Conditions apply to participation in the VitaSpark Youth Strength & Conditioning Program (Program), operated by Michael Sykes (VitaSpark) at 5 Wilcox Lane, Sunbury, Victoria 3429.

The Program is designed for young people, generally aged approximately 14–17, and may include supervised strength training, resistance training, cardiovascular conditioning, running, sprinting, agility and movement drills, jumping and landing, mobility, sports-specific conditioning, fitness testing and other age-appropriate physical activities.

2. Parent/Guardian Consent and Acceptance

Because the Program is for participants under 18, enrolment must be completed by a parent or legal guardian, or another person who has lawful authority to provide consent for the participant.

By completing the purchase or enrolment process, the parent/guardian confirms that they:

- have read and understood these Terms & Conditions before agreeing to participate;
- are authorised to provide consent for the participant;
- give the participant permission to participate in the Program;
- accept these Terms & Conditions on behalf of themselves and, to the extent permitted by law, the participant;
- agree to provide accurate and current information relevant to the participant's safety; and
- agree to notify VitaSpark promptly if information relevant to the participant's health, safety or participation changes.

The participant is also expected to understand and follow the participant responsibilities and Code of Conduct contained in these Terms.

3. Health and Medical Disclosure

The parent/guardian is responsible for disclosing any known medical conditions, injuries, illnesses, allergies, disabilities, physical limitations, medications or other circumstances that may reasonably affect the participant's ability to safely participate.

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VitaSpark is not a medical practitioner and the Program is not medical treatment, diagnosis or medical advice. Where VitaSpark reasonably considers that a participant may not be medically fit to participate safely, VitaSpark may modify, suspend or require medical clearance before participation continues.

The parent/guardian should ensure the participant has appropriate hydration and suitable clothing and footwear for each session.

4. Acknowledgement of Risks

The parent/guardian and participant acknowledge that physical activity and strength and conditioning training involve inherent and foreseeable risks, including:

- muscle soreness, fatigue and overexertion;
- sprains, strains and other soft-tissue injuries;
- joint, ligament, tendon, muscle, back or neck injuries;
- fractures or injuries resulting from falls, trips, collisions or equipment use;
- dehydration, heat-related illness, dizziness or fainting;
- asthma, allergic reactions or other medical events;
- aggravation of an existing injury or medical condition; and
- other injury, illness, loss or damage associated with participation in physical activity.

The parent/guardian understands that no exercise program can eliminate all risk of injury or illness.

5. Participant Responsibilities and Code of Conduct

Participants are expected to take reasonable responsibility for their own safety and the safety of others. Participants must:

1. follow reasonable instructions given by the coach;
2. use equipment only as instructed and for its intended purpose;
3. tell the coach immediately if they experience pain, dizziness, shortness of breath, nausea, unusual discomfort or any other concerning symptom;
4. tell the coach about any injury or circumstance that may affect safe participation;
5. stop or modify an exercise when instructed to do so;
6. wear appropriate clothing and footwear;
7. behave respectfully toward the coach and other participants;

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8. not deliberately misuse, damage or abuse equipment;
9. not engage in bullying, harassment, discrimination, violence, intimidation or threatening behaviour;
10. not engage in unsafe competition, horseplay or behaviour intended to impress or challenge others beyond their safe ability;
11. not use equipment without appropriate permission or supervision where supervision is required;
12. not film, photograph or record another participant without appropriate permission; and
13. raise any safety or wellbeing concern with the coach or a trusted adult.

6. Coaching, Supervision and Training Decisions

VitaSpark will take reasonable steps to provide appropriate supervision, instruction and exercise selection based on the participant's age, experience, ability and circumstances.

The coach may modify, substitute, reduce or stop an exercise or session where reasonably considered necessary for safety, fatigue, injury, ability, environmental conditions or other circumstances.

VitaSpark does not guarantee particular improvements in strength, speed, agility, endurance, fitness, sporting performance, body composition or other outcomes.

7. Home Gym Environment

The Program operates from a private/home gym environment. Participants must remain within designated training areas and must not enter private areas of the property unless permitted.

Participants must not handle, move or use equipment without permission where supervision is required. Reasonable instructions concerning access to the premises must be followed at all times.

8. Parent/Guardian Responsibilities and Supervision

- Ensure the participant arrives appropriately prepared and does not attend when knowingly unwell or medically unfit.
- Remain contactable during the participant's session and keep emergency contact information current.
- Ensure the participant is collected promptly at the scheduled finish time unless another arrangement has been agreed.
- Notify VitaSpark in advance if someone other than the parent/guardian will collect the participant.
- Ensure the participant understands these Terms and the importance of following safety instructions.

Unless expressly agreed otherwise, VitaSpark's supervision begins at the scheduled session start time and ends at the scheduled session finish time.

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9. Emergency and Medical Treatment

If an injury, illness or medical emergency occurs, VitaSpark may take reasonable steps to provide first aid within its training and competence, contact emergency services, arrange urgent medical attention and contact the parent/guardian or emergency contact.

The parent/guardian authorises VitaSpark to take such reasonable emergency steps. The parent/guardian acknowledges that emergency medical, ambulance, hospital or related costs may be payable by the participant or their family, except to the extent the law provides otherwise.

10. Liability — Recreational Services Warning

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

If you agree to these Terms & Conditions, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 are excluded, restricted or modified in the way set out in these Terms & Conditions, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named in these Terms & Conditions is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill;
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the exclusion of these statutory guarantees is brought to your attention by these Terms & Conditions.

NOTE: The change to your rights, as set out in these Terms & Conditions, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

Nothing in these Terms & Conditions is intended to exclude, restrict or modify any right, guarantee, warranty, condition, remedy or liability that cannot lawfully be excluded, restricted or modified. If any limitation is unavailable or unenforceable, the remaining provisions continue to apply to the extent permitted by law.

11. Personal Property

Participants are responsible for their own personal belongings. VitaSpark does not accept responsibility for loss, theft or damage to personal property except to the extent liability cannot lawfully be excluded.

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12. Behaviour, Suspension and Termination

VitaSpark may refuse, suspend or terminate participation where reasonably necessary for safety, serious or repeated breaches of these Terms, unsafe behaviour, bullying or harassment, deliberate equipment misuse, non-payment, misrepresentation, failure to disclose relevant safety information or other reasonable operational or legal reasons.

Where reasonably practicable, the parent/guardian will be informed of significant behavioural or safety concerns.

13. Child Safety and Wellbeing

VitaSpark is committed to providing a safe, respectful and child-safe environment. Young people are encouraged to speak up if they feel unsafe, uncomfortable or concerned about anything occurring during the Program.

VitaSpark will take safety and wellbeing concerns seriously and respond in accordance with applicable child-safety obligations. Concerns may be escalated to parents/guardians, emergency services, police, child protection or another appropriate authority where required or reasonably necessary.

Professional boundaries must be maintained. Inappropriate, sexualised, threatening, grooming or secretive behaviour is not permitted.

14. CCTV and Security Monitoring

CCTV cameras operate at the premises for safety, security, incident management and protection of people and property. By enrolling a participant, the parent/guardian acknowledges and consents to the participant being captured by CCTV while attending the premises.

- CCTV footage may be used for safety and security, investigating accidents or incidents, managing disputes, protecting participants and property, investigating suspected misconduct or unlawful activity, assisting emergency services or law enforcement, and meeting legal or insurance requirements.
- Footage may be disclosed to insurers, professional advisers, emergency services, law enforcement or other parties where reasonably necessary, legally required or otherwise permitted by law.
- CCTV is not continuously monitored and is not a substitute for active supervision or emergency services.
- CCTV will not be used for unrelated purposes and will be handled in accordance with applicable privacy obligations and VitaSpark's privacy practices.

15. Photography, Video and Social Media

VitaSpark may take photographs or video during Youth Program sessions for legitimate business, promotional and community-engagement purposes, including the VitaSpark website, social media, advertising, marketing and promotional materials.

By purchasing or enrolling in a Youth Program, the parent/guardian gives consent for the participant's activities, achievements, training and participation to be photographed, filmed and shared by VitaSpark on its social media and other promotional channels, unless the parent/guardian tells VitaSpark otherwise.

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OPT-OUT: A parent/guardian may withdraw promotional photography/video consent at any time by notifying VitaSpark in writing at michael@vitaspark.com.au. VitaSpark will take reasonable steps to respect the opt-out for future content, but material already published or distributed may not be capable of being fully removed from third-party platforms.

This promotional consent does not override or replace CCTV used for safety and security purposes.

16. Privacy and Personal Information

VitaSpark may collect and use personal information reasonably necessary to administer the Program, communicate with families, manage emergencies, deliver training, maintain safety records, manage incidents and insurance, and meet legal obligations.

Information will be handled in accordance with applicable privacy obligations and VitaSpark's privacy practices. Parents/guardians may contact Michael Sykes at michael@vitaspark.com.au with privacy enquiries.

17. Fees, Cancellations and Changes

Program fees, session arrangements, cancellations, make-up sessions and refunds are governed by the booking or purchase terms presented at the time of enrolment and any applicable rights under Australian Consumer Law.

VitaSpark may make reasonable changes to session times, activities, program structure or operational arrangements where necessary, including for safety, weather, facility or other legitimate operational reasons. Significant changes affecting a purchased service will be communicated as reasonably practicable.

18. Complaints and Concerns

Parents/guardians and participants are encouraged to raise concerns promptly with Michael Sykes at michael@vitaspark.com.au. Complaints concerning child safety will be taken seriously and handled in a child-focused manner, with escalation to appropriate authorities where required.

19. Governing Law and Severability

These Terms & Conditions are governed by the laws applicable in Victoria, Australia. If any provision is found to be invalid, unlawful or unenforceable, it will be read down or severed to the extent necessary and the remaining provisions will continue to operate to the extent permitted by law.

20. Agreement

These Terms & Conditions are made available to the parent/guardian before purchase or enrolment. By completing the purchase or enrolment of a VitaSpark Youth Strength & Conditioning program for a participant under 18, the parent/guardian confirms that they have had the opportunity to read these Terms & Conditions and agrees to them.

The parent/guardian also confirms that the participant has been informed of the key safety and conduct requirements and will be expected to follow reasonable instructions during participation.



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BY COMPLETING A PURCHASE OR ENROLMENT FOR A YOUTH PROGRAM, THE PARENT/GUARDIAN ACKNOWLEDGES AND AGREES TO THESE TERMS & CONDITIONS.

This includes consent to participation, acknowledgement of inherent exercise risks, the participant Code of Conduct, CCTV operation and—unless the parent/guardian opts out in writing—photography/video and sharing of participant activities for VitaSpark promotional and social-media purposes.