



FITNESS WAIVER AND RELEASE

DETAILS

Fastrak Fitness ('Provider')

ABN: 98 638 541 410

..... ('Client')

1. I agree to abide by the rules of Fastrak Fitness. I am responsible for any damage to the equipment which I may cause due to negligence.
2. I **HEREBY WAIVE AND RELEASE**, indemnify, hold harmless and forever discharge Fastrak Fitness, and its agents, employees, officers, directors, affiliates, successors and assigns, coaches, teachers and trustees of and from any and all claims, demands, debts, contracts, expenses, cause of action, lawsuits, damages, and liabilities, of every kind of nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises, of, or for the benefit of, Fastrak Fitness, provided that this waive of liability does not apply to any acts of gross negligence, or intentional, wilful or wanton misconduct.
3. I understand that the activities, in which I will participate, are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns, administrators, executors and next of kin, I waive all claims of damage, injuries and death sustained to me or my property, that I may have against the aforementioned release party to such activities, including claims in tort, contract, equity or otherwise.
4. I acknowledge that I may not undertake EMS training more frequent than every third day.
5. I acknowledge, agree and represent that I understand the nature of Fastrak Fitness, I **AM IN GOOD HEALTH** and in **PROPER PHYSICAL CONDITION** to participate in such activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will **IMMEDIATELY DISCONTINUE** further participation in the activity
6. I declare that I am not aware of any contraindication that may exclude me from the training.
7. By this Waiver, I assume any risk, and take full responsibility and waive and of personal injury; death, damage, or loss of personal property, associated with Fastrak Fitness, including but not limited to using the facility and its equipment in any manner, form or fashion, and participating and/or engaging in any Electro Muscle Stimulation, event or other related activities on and off the premises.
8. This **WAIVER AND RELEASE** contain the entire agreement between parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this **WAIVER AND RELEASE**. The provisions of this **WAIVER AND RELEASE** may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.



FITNESS

9. The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Fastrak Fitness, whether by agreement, by operation of law, or otherwise.
10. I have read, understood and fully agree to the term of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights.

Executed on

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Signature of Client

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Name of Client