

# 10 WEEK WEIGHT LOSS CHALLENGE

## *Waiver & Release of Liability*

**IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN ANY WAY IN ANY BOXFITT PTY LTD ("THE COMPANY") PROGRAM, RELATED EVENTS AND ACTIVITIES, THE UNDERSIGNED ACKNOWLEDGES, APPRECIATES, ACCEPTS AND AGREES THAT:**

- 1** The risk of injury from the activities involved in the program is significant, including the potential for falls, fainting/light headedness, collapse, muscle strain, sprains, fractures, exhaustion / fatigue, heart attack, stroke, asthma attack, permanent paralysis, brain injury and/or death.
- 2** I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasess or others, and assume full responsibility for my participation.
- 3** I willingly agree to comply with the stated and customary terms and conditions for participation. If however, I observe any unusually significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official / trainer immediately.
- 4** I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless The Company, it's trainers, officials, staff, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessees of premises used to conduct it's training purpose (releasess), with respect to any form of injury, disability, death, or loss or damage to property, whether arising from the negligence of the releasess or otherwise, to the full extent permitted by law.
- 5** I understand and willingly agree that participation is at my own risk and in the event of a medical emergency, I give permission for persons to perform CPR, administer first aid and if deemed necessary by any agent of The Company, that emergency services be called. I understand that all medical and transport services required are at my own expense and responsibility.
- 6** I willingly agree to the terms of non-refundable money after the completion of the first training session of The Challenge, regardless if I participate in that session or not. Any missed class or ceased completion of the Box 'N' Burn 10 Week Weight Loss Challenge ("The Challenge") is done so at my own forfeit, with no discounts or refunded money for missed sessions.
- 7** I willingly agree to be respectful and courteous of other participants and respect their personal needs and space. I will not bring into any disrepute or discrepancies to The Company or its participants; nor degrade or deface publicly, misrepresent The Company by any means of negative remarks, comments, behaviour or otherwise, including on social media platforms. If found to do so, I understand I am at risk of prosecution and dismissal and/or refusal of entry to The Challenge.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND IT'S TERMS, UNDERSTAND WHAT IS WRITTEN, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I UNDERSTAND I HOLD ALL RESPONSIBILITY AND RELEASE ALL LIABILITY AND I PARTICIPATE AND DO SO AT MY OWN RISK.**

**I ACKNOWLEDGE THAT I HAVE RECEIVED, READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF REGISTRATION AS A PARTICIPANT OF THE CHALLENGE. I ALSO ACKNOWLEDGE MY UNDERSTANDING THAT THERE ARE NO REFUNDS AFTER THE COMPLETION OF THE FIRST TRAINING SESSION.**

Participants Signature \_\_\_\_\_

Witness Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Full Name \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_