

**RECREATIONAL ACTIVITY RISK WARNING, ACKNOWLEDGEMENT, WAIVER AND
RELEASE**

**[IMPORTANT: THIS IS A HIGH-RISK DOCUMENT AND SHOULD ALWAYS BE REVIEWED
BY A LAWYER BEFORE USE]**

Hustle hut fitness & RX Physiotherapy PTY LTD (**Service Provider**)

_____ (**Participant**)

- (a) Participation in Infra-Red and Cold Plunge (**Recreational Activities**) supplied by the Service Provider involves significant risks, including the risk of personal injury and death. Particular risks include, but are not limited to:

Potential Risks of Using Cold Plunge and Sauna Services

Cardiovascular Stress: Rapid changes in temperature can strain the heart, increasing the risk of arrhythmias or blood pressure fluctuations.

Dizziness or Fainting: Sudden shifts from extreme hot to cold (or vice versa) may cause lightheadedness and potential falls.

Dehydration/Overheating: Prolonged sauna sessions can lead to excessive fluid loss; inadequate hydration poses health risks.

Hypothermia: Remaining in a cold plunge too long can lower body temperature to dangerous levels.

Burns or Skin Irritation: Saunas set at very high temperatures can cause burns or skin dryness.

Exacerbation of Pre-Existing Conditions: Conditions such as high/low blood pressure, heart disease, or respiratory issues can worsen.

Infection Risk: Communal settings can harbor bacteria or fungi if not properly cleaned and maintained.

You acknowledge that the Service Provider reserves the right to refuse or cancel your participation in infra-red sauna and cold plunge activities at any time, for any reason, including but not limited to safety concerns, breach of these terms, or inappropriate behaviour.

- (b) Before you participate in the Recreational Activities, you should ensure that you seek clearance from your health practitioner and are aware of, and properly understand, all of the risks involved in the Recreational Activities, and that those risks will include any particular risks associated with any health condition or pre-existing disability from which you suffer.
- (c) By signing this document, you acknowledge, agree and understand that you engage or participate in the Recreational Activities voluntarily and at your own risk in full knowledge of the Risks generally and Particular risks described above.

- (d) If signing this document as a parent, guardian or responsible person performing parenting responsibilities, you acknowledge and agree that you have explained to the participant that the Recreational Activities provided by the Service Provider may involve risks generally; and the Particular risks described above.
- (e) By signing this document, you also acknowledge, agree and understand that the risk warning above constitutes a formal 'risk warning' for the purposes of the relevant legislation, including for the purpose of:
- (i) Section 5M of the Civil Liability Act 2002 (NSW);
 - (ii) Section 5I of the Civil Liability Act 2002 (WA);
 - (iii) Section 48 of the Consumer Affairs and Fair Trading Act (NT);
 - (iv) Section 43 of the Civil Law (Wrongs) Act 2002 (ACT);
 - (v) Section 15 - 20 of the Civil Liability Act 2002 (TAS);
 - (vi) Section 31 - 39 of the Civil Liability Act 1936 (SA);
 - (vii) Section 50 of the Wrongs Act 1958(VIC); and/or
 - (viii) Section 13 - 19 of the Civil Liability Act 2003 (QLD).
- (f) Section 139A of Competition and Consumer Act, 2010 (Cth) permits the Service Provider of the Recreational Activities and associated services to ask you to agree that the statutory guarantees under the Australian Consumer Law(Cth) do not apply to you (or a person for whom or on whose behalf you are acquiring the services to engage in the Recreational Activities).
- (g) By signing this document, you acknowledge, agree and understand that, to the full extent permitted by law (including section 139A of the Competition and Consumer Act 2010 (Cth)):
- (i) Your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the Service Provider, its servant and agents, in relation to the Recreational Activities if the Recreational Activities or associated services were not provided to you in accordance with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill, are excluded, restricted or modified as set out below; and
 - (ii) You (or the person for whom or on whose behalf you are acquiring the services) release the Service Provider, its servant and agents, from all liability for a failure to comply with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill.
 - (iii) You agree to indemnify, defend, and hold harmless the Service Provider, its officers, directors, employees, and agents, from and against any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, arising out of or in any way connected with your participation in the Recreational Activities, including, without limitation, those resulting from your negligence.

- (h) By signing this document, you acknowledge, agree and understand that, to the full extent permitted by law, the liability of the Service Provider in relation to recreational services and activities (as that term is defined in the Australian Consumer Law (Cth) and any similar state laws) for any:
- (i) death;
 - (ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - (iii) the contraction, aggravation or acceleration of a disease;
 - (iv) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - (A) that is or may be harmful or disadvantageous to you or the community;
 - (B) that may result in harm or disadvantage to you or the community;
 - (C) that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities is excluded.
- (i) By signing this document, to the full extent permitted by law, you (or the person for whom or on whose behalf you are acquiring the services) agree to waive and/or release the Service Provider, its servants and agents, from any claim, right or cause of action which you or your heirs, successors, executors, administrators, agents and assigns might otherwise have against the Service Provider, its servant and agents, for or arising out of your death or physical or mental injury, disease, loss and damage, or economic loss of any description whatsoever which you may suffer or sustain in the course of or consequential upon or incidental to your participation in the Recreational Activities, whether caused by the negligence of the Service Provider, its servant and agents, or otherwise.
- (j) By signing this document, you acknowledge, agree and understand that:
- (i) the Service Provider will permit you to participate in the Recreational Activities, and provide you with the associated services, in part in consideration of you signing this document;
 - (ii) the Service Provider may rely on this document in any proceedings commenced in any Court by me or by my heirs, executors and assigns; and
 - (iii) the laws of New South Wales govern this document.
 - (iv) Any dispute arising from this agreement or your participation in the Recreational Activities shall be resolved through binding arbitration in accordance with the laws of . The arbitration shall take place in , and the costs of arbitration shall be shared equally between the parties.

- (v) You acknowledge and agree that this waiver and release of liability shall be binding on your heirs, assigns, personal representatives, and next of kin. You further agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
- (k) You do not have to agree to exclude, restrict or modify or waive your rights against, or release, the Service Provider, its servants and agents, from any claims by signing this document, however the Service Provider may refuse to allow you to participate in the Recreational Activities, or to provide you with the associated services, if you do not agree to exclude, restrict, modify or waive your rights against, or release, the Service Provider, its servants and agents, by signing this document. Even if you sign this document, you may still have further legal rights.
- (l) By signing this document you agree that the waivers and releases contained in this document apply for every visit you make to the Service Provider until such time as you withdraw or modify your consent in writing or the Service Provider modifies these terms with your consent by signing a new document. You will not be required to sign future waivers on the understanding that this waiver document shall apply to all your future participation in the Recreational Activities.
- (m) You acknowledge and agree that you have carefully read this document, fully understand its contents, and voluntarily accept all risks associated with the Recreational Activities. You further agree that you are physically and mentally capable of participating in the Recreational Activities and that you are not under the influence of alcohol or any drugs that would impair your ability to safely participate.

Signature of Parent/Guardian Name of Participant (underage)

Name of Parent/Guardian Date