**Health & Fitness Form**

**& Liability Waiver**

Before taking part in a "Come Away To Bali" Retreat with Maxine Cook (The Humble Apothecary) you are requested to complete this form and send it back to contact@maxinecook.com.

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**PERSONAL DETAILS**

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

Mobile Telephone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physical Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postcode\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Country\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EMERGENCY / MEDICAL CONTACTS**

GP / Doctor Contact Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GP / Doctor Telephone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Relationship To You:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Telephone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MEDICAL HISTORY**

Do You Currently Have Any Injuries?

 Yes No

If Yes, Please Provide a Brief Description\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Have You Had Any Recent Surgery That We Should Be Made Aware Of?

 Yes No

Please Give A Brief Description\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Are There Any Past Injuries Or Major Surgeries That We Should Be Aware Of?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Are You Pregnant?

 Yes No

If Yes, How Many Months? \_\_\_\_\_\_\_\_\_\_\_\_\_

Are You Currently Taking Any Medication That Might Affect Your Ability To Partake In Movement Classes?

 Yes No

If Yes, Please Provide A Brief Description\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**LIABILITY WAIVER**

1. I acknowledge that the activities and services provided by Maxine Cook (The Humble Apothecary), involve physical exercise and/or dietary modifications that can be strenuous and may cause bodily injury. I understand that there is an inherent risk of bodily injury when choosing to participate in any physical exercise, sport, wellness, nutritional and/or recreational activities, including services. My participation in the services is a voluntary activity in all respects and I assume all risks of bodily injury and illness that may result from the services.
2. In consideration of Maxine Cook (The Humble Apothecary), and all other persons acting in any capacity on behalf of Maxine Cook (The Humble Apothecary) in providing the services, along with the owner or owners of the premises in which the services are provided, their respective insurers, heirs, personal representatives, successors and assigns, (collectively, the “Released Parties”), I hereby waive, to the fullest extent permitted by law and on behalf of myself, my children, my heirs, my assigns, personal representatives and all other persons acting on my behalf, the right to bring any suit, action or claim of any kind against any Released Party as a result of my participation in the services and hereby release and discharge, to the fullest extent permitted by law and on behalf of myself, my children, my heirs, my assigns, personal representatives and all other person acting on my behalf, the Released Parties, in any capacity, as follows: from any and all liability, claims and causes of action of any nature whatsoever arising from bodily injuries or illness (including emotional and psychological injuries or illness, and death), and damages (both economic and non-economic) or losses of any kind which I may have or which may accrue to me on account of my participation in the services, regardless of whether such injuries result, in whole or in part, from the negligence of any Released party.
3. Maxine Cook (The Humble Apothecary) accepts no liability for any of these activities. I further agree to indemnify and hold harmless and defend the Released Parties from any and all liabilities, claims and causes of action of any nature whatsoever resulting from injuries or illness, damages (both economic and non-economic) or loss, including solicitors' fees, sustained by me arising out of or in connection with or in any way associated with my participation in the services or resulting from my breach of any of the terms of this document.
4. I acknowledge that events and occurrences can occur beyond the control of Maxine Cook (The Humble Apothecary) or the Released that may impact a Retreat and or me. These events and occurrences include, without limitation, fire, wind, hail, snow, hurricanes, tornados, tsunamis, severe rain, flood, smoke, earthquakes, landslides, acts of war, acts of governments, terrorist acts, and loss of electricity and or other utilities (collectively, “Disasters.”) What constitutes a Disaster shall be determined by Maxine Cook (The Humble Apothecary) in her sole discretion. I further acknowledge and agree that Maxine Cook (The Humble Apothecary) and the Released shall not be responsible for any injury, loss, damage or expense associated with a Disaster.
5. I acknowledge that I have been advised to consult with my doctor before I undertake any physical activity or nutritional or exercise program, including the services. I certify that I am in good health and sufficient physical condition to participate in the Services. I further acknowledge that none of the Released Parties has represented to me or provided me with any assurance of any kind that my participation in the services will result in any particular physical, psychological or other outcome, such as weight loss, psychotherapeutic benefits or the ability to perform any sport or other physical activity.
6. I further acknowledge that the Released parties are neither responsible for nor liable for any loss of or theft of any person property brought by me or left by me at any service provided by Maxine Cook (The Humble Apothecary) or any other persons acting in any capacity on her behalf, and I hereby release the Released Parties from any liability for such loss or theft.
7. I agree that I will not copy, photograph, broadcast, retransmit or otherwise record in any manner any portion of any service or any written or other tangible materials used in connection with any service and that my participation in the services is solely for my own personal use and not for use by any other person or for any commercial purpose whatsoever.
8. I also acknowledge that during a Retreat I may be photographed, videotaped and or my words may be recorded and I authorize and allow Maxine Cook (The Humble Apothecary) and her sponsors to use such images, words and likenesses for marketing, on websites, in brochures or other writings and any other legitimate purpose.
9. I acknowledge that I have read and fully understand this Waiver of Liability and Release as set forth above and that I am signing it voluntarily with full knowledge of its contents.

In signing this waiver I agree to the terms listed above.

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_