

Health Commitment Statement and Liability Waiver

*****Please read this carefully before continuing*****

Watersplash Club LTD Health Commitment Statement.

Your health is your responsibility. The management and staff of are dedicated to helping you take every opportunity to enjoy the facilities that we offer. With this in mind, we have carefully considered what we can reasonably expect of each other.

OUR COMMITMENT TO YOU

We will respect your personal decisions, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.

We will make every reasonable effort to make sure that our equipment and facilities are in a safe condition for you to use and enjoy.

We will take all reasonable steps to make sure that our Personal Training Staff are qualified to the fitness industry standards.

If you tell us that you have a disability which puts you at a substantial disadvantage in accessing our equipment and facilities, we will consider what adjustments, if any, are reasonable for us to make.

YOUR COMMITMENT TO US

You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you use our equipment and facilities you should get advice from a relevant medical professional and follow that advice.

You should make yourself aware of any rules and instructions, including warning notices. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you.

You should let us know immediately if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be a person available who has had first-aid training.

If you have a disability, you must follow any reasonable instructions to allow you to exercise safely. This statement is for guidance only. It is not a legally binding agreement between you and us and does not create any obligations which you or we must meet.

LIABILITY WAIVER

Because physical exercise can be strenuous and subject to risk of serious injury, we urge you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You agree that if you engage in any physical exercise or activity, or use any gym amenity on the premises, you do so entirely at your own risk. Any recommendation for changes in diet, including the

use of food supplements are entirely your responsibility, and you should consult a physician prior to undergoing any dietary or food supplement changes. You agree that you are voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury, illness, or death. We are also not responsible for any loss of your personal property.

I take full responsibility for my actions whilst training in the gym. I already know how to use the weights machines and other facilities in a gym, so do not require an induction. I will arrange with the Personal Trainer a full induction before using any equipment/exercise I am unfamiliar with. I wish to use The Watersplash Club as a Guest.

This waiver and release of liability includes, without limitation, all injuries which may occur as a result of:

Your use of all amenities and equipment in the facility and your participation in any activity, program, personal training or instruction.

The sudden and unforeseen malfunctioning of any equipment.

Our instruction, training, supervision, or dietary recommendations.

Your slipping and/or falling while in the building, or on the premises, including adjacent footpaths and parking areas.

You acknowledge that you have carefully read this “waiver and release” and fully understand that it is a release of liability. You expressly agree to release and discharge the gym, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the gym for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the facility, its agents, and employees.

If any portion of this release from liability shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect, and only the offending provision or provisions shall be severed.

By accepting this release, I acknowledge that I understand its content and that this release cannot be modified orally.