

STRONGEST U FITNESS

Building Stronger Mums

PAGE: 1 WAIVER

WARNING: THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED THAT YOU UNDERSTAND IT. IF YOU HAVE ANY QUESTIONS PLEASE ASK YOUR REPRESENTATIVE. ACKNOWLEDGEMENT OF RISKS, INJURY AND OBLIGATIONS

I acknowledge that the activity I am to undertake is a dangerous activity and that by participating in it I am exposed to certain risks. I acknowledge and understand that I am participating voluntarily and whilst participating in such activity: • I may be injured, physically or mentally, or may die • My personal property may be lost or damaged, and safeguarding my personal property is my responsibility and not the responsibility of anyone else • Other persons participating in such activity may cause me injury or may damage my property • I may cause injury to other persons or damage their property • The conditions in which activity is conducted may vary without warning • I may be injured or die or suffer damage to my property as a result of negligence or breach of contract of the fitness centre operator, its servants or operators. • There may be no or inadequate facilities for my treatment or transport if I am injured • I assume the risk of and responsibility for any injury, death or property damage resulting from my participating in the activity

ACKNOWLEDGEMENT RELEASE AND ASSUMPTION OF RISK

In consideration of the acceptance of my payment in the activity (and except to the extent that the same may be precluded by statute) I agree to release and indemnify Strongest U Fitness/Fitness centre operator. • I participate in the activity at my sole risk and responsibility including outdoor classes or pt or training of any sort. Any children I bring are my sole responsibility, whether they participate or not • I release, indemnify and hold harmless Strongest U Fitness/Fitness centre operator, its servants and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of injury, loss damage or death caused by me or my property in any way, whatsoever. I also agree that in the event that I am injured or my property is damaged, I will bring no claim, legal or otherwise, against Strongest U Fitness/Fitness centre operator in respect of that injury or damage. I acknowledge that I have either had a physical examination and been given my physician's permission to participate, or that I have decided to participate in activity and use of equipment without the approval of my physician and assume all responsibility for my participation and activities, and utilization of equipment in my activities. I acknowledge that informing Strongest U Fitness/Fitness centre operator of any medical advice or relevant information is my responsibility, and it is not their responsibility to ask for such information. Finally, I acknowledge and agree that no warranties or representatives have been made to me by any representative of Strongest U Fitness/Fitness centre operator regarding the results I will or may achieve from any program conducted by Strongest U Fitness/Fitness centre operator. I understand that results are individual and may vary.

EXTRA CONSIDERATIONS:

I will not attend any sessions or coaching whilst under the influence of drugs or alcohol, doing so will immediately terminate my agreement with Strongest U Fitness/Fitness centre operator and any payments I have made will not be refunded and full fee will still be paid to Strongest U Fitness/Fitness centre operator
I take full responsibility of all expenses incurred which allow me to train with Strongest U Fitness/Fitness centre operator whether online or face to face or participate in classes whether indoor/outdoor including but not limited to travel expense, equipment, gym fees, food/drink and internet use.

Before signing this document I have read and understood and know it affects my legal rights.

Trainer Signature _____
Client Signature _____ Date _____
**Participant to sign online signature

WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

I,..... Being the parent/guardian of the person named in this acknowledgement and release hereby acknowledge and agree: * I have read the whole of this document and understand it. * I consent to the person named in this acknowledgement and release participating in the activity and; * I am aware of the risks, dangers and obligations set out above in the acknowledgement and release. In consideration of the person named in this Acknowledgement and Release being accepted to participate in the activity I agree and indemnify Strongest U Fitness/Fitness centre operator in the same manner and to the same effect and extent as if I were the person first named in the Acknowledgement and Release and the person participating in the activity.

Signature of Parent/Guardian: _____ Date: _____
**Parent/Guardian to sign online signature

STRONGEST U FITNESS

Building Stronger Mums

PAGE 2: TERMS & CONDITIONS

PRICING AND PAYMENT I acknowledge that payment is required in advance by way of cash, eftpos, Pay Pal or money/bank transfer to pay for any/all services provided by Strongest U Fitness in advance prior to any sessions/training/coaching. I understand that this payment is non-refundable. I understand that PACK/SALE/COUPON/DONATION bought sessions have expiry dates from date of purchase whether redeemed or unused and that full payment is made prior to the first session. I understand this agreement is maintained for any sessions purchased both immediately and in the future. I acknowledge that this specific agreement is continuously valid indefinitely, or until the agreement is terminated. Termination can occur when either the trainer can no longer continue to provide the training service or when both the trainer and the client agree to decide to discontinue training sessions for whatever reason regardless if all sessions have been redeemed. I understand that all commitment training plans (eg 4,6,8,10,12+ weeks) are a commitment payment agreement and will not be stopped if I simply change my mind. 2 weeks notice is needed to stop training after your initial cycle otherwise another cycle will begin.

CANCELLATION AND BEING LATE I acknowledge that scheduled appointment times are reserved and that there are no automatic re-schedules for my sessions should I not attend. A strict 24hr cancellation policy applies, if I cancel/cannot attend my PT session with less than 24hr notice I understand that I will not receive a refund or make up session for my missed appointment. If I have to reschedule or modify a session with sufficient notice I may be eligible for a different time depending on the availability of my trainer or be offered a zoom call session/recording of the session instead. Cancellation must be made by CALLING the trainer's mobile phone number directly. Cancellations will not be accepted via Facebook Messenger or email or text message. If the trainer misses your call, leave a voicemail message. It is my responsibility to attend my personal training appointment when they are scheduled. I understand that my appointment will begin and end promptly as scheduled. I acknowledge that any delays to start a scheduled session will not be a cause to extend the provided service beyond the remainder of the scheduled time. I will not expect my trainer to run overtime. I understand that if I am 15minutes late for my session, my session will be cancelled and I will be charged for that session. I understand that sessions will run for the designated time unless otherwise stated and sessions start at the scheduled time if I am there or not. I also understand that I should allow extra time before and after my session to warm up and cool down (approx 10min each). For The Strongest Mum classes, there will be no rescheduled classes or make up classes, if you cannot attend a class it will be sent to you as a Zoom recording or live Zoom call. It is at the trainers discretion to offer you a make-up session if there is sufficient notice given and spots available.

PROGRAMMING/paypal /DIRECT DEBIT I understand that Personal Training Programs/Online Coaching are separate services and are charged at their own respective prices accordingly unless otherwise arranged with my trainer. Weekly packages including but not limited to check ins, online coaching/training, face to face personal training & classes are to be paid prior to the first week of commencement and run for pre arranged cycles (from eg 6-12 weeks at a time) paid directly to Pay pal each week/Monday. I understand that I am required to pay my fee for the nominated minimum cycle (eg 6-12 weeks) without break & require 2 week cancellation notice to cancel this if needed or on the 10th week of my 12 week cycle I must let my trainer know that I will not be continuing with training/payments. Prices are subject to change at anytime.

INFORMATION I acknowledge that my trainer provides me with information and coaching and workouts designed for me and me alone and will I not share them with anyone else and understand that if I do so, this will be viewed as theft resulting in an instant cease of training without a refund.

RELEASE OF MEDIA I am aware that photos and videos of me may be taken during/pre/post training sessions undertaken at Snap Fitness Bendigo/Epsom or SUF home studio or with Strongest U Fitness/The Strongest Mum either face to face or online and may be used for advertising or social media posts. I release the use of such material to Strongest U Fitness/The Strongest Mum to use for this purpose. If you do not wish to share your images please voice this during sessions while photos/videos are being taken.

SOCIAL DISTANCING/DISASTER/UNFORESEEN CIRCUMSTANCE In the event of an unforeseen circumstance where scheduled face to face sessions are arranged and paid for but are unable to be met due to Government restrictions or changes within the country/world or if my trainer has to switch to an online platform for another unforeseen reason then my trainer will continue to train me as arranged via video/email/text/social media. I will not get a refund and my trainer will deliver my sessions/coaching via an online platform and sessions will be body weight exercises or adapted with equipment should I have any and it is safe for me to use. This includes The Strongest Mum program classes and consultations. Due to the new rules around sickness if either myself or my trainer are sick then sessions will also be switched to an online format as face to face will not be accepted, this also includes if mine or my trainers child or family member is sick resulting in myself or the trainer not being able to attend a face to face session. I accept and understand this.

WHAT ABOUT Covid-19? I have completed the C-19 infection control certificate and endeavour to take every precaution to keep both you and I safe during this Pandemic. There are wipes and sanitizers where sessions will be held however you may bring your own disposable masks and hand sanitizer should you feel the need to use them. You can also choose to bring your own sanitary supplies should you feel the need to as well but if you are sick or if I am sick all sessions will be conducted via zoom if they cannot be rescheduled.

CHILDREN You understand that it is YOUR sole responsibility for the care and monitoring of your child/children should you bring them to the gym/place of training and you do not hold the trainer responsible or liable for anything that may/may not happen to my child/children during or because of the session. If you bring children to Snap Fitness Bendigo/Epsom they must adhere to their guidelines and rules regarding children in gyms EG use the Child Minding service if available or have the child/children stay at the lounge area if they are above 5 years of age. Babies are permitted in prams and breastfeeding and changing are always welcome.

CONTACT I understand that I need to contact my trainer via mobile phone or email only & not social media, regarding PT, during work hours only on which are the days that my trainer works unless it is an emergency or regarding a PT session that needs to be cancelled/changed etc.

RELEASE OF LIABILITY Participant consent: In case of emergency, I authorise Alycia Hatzihristodoulou or members/trainers of Snap Fitness Bendigo/Epsom to contact the nearest Doctor/Hospital/Ambulance and organise medical attention on my behalf. I accept responsibility for any costs incurred and release Alycia Hatzihristodoulou from any liability for injury incurred during any coaching/activity/classes/personal training service or session wherever it may be held. I have read and acknowledged the agreement by signing my name either by hand/text/type on this date.

STRONGEST FITNESS

Building Stronger Mums

PAGE 3: MEDICAL CONDITIONS

MEDICAL CONDITIONS

If you have answered YES to one or more of the 6 pre screen questions you will obtain a medical clearance from your health professional and also agree to the following terms regarding your medical condition/s.

ASTHMA:

I am responsible for my own medication & spacer. I will bring these to any/all sessions in case of emergency. I will go through my medical action plan with my trainer at the first of our sessions and any subsequent sessions as a refresh so that my trainer is aware of my medication and how to retrieve it should my trainer need to.

DIABETES:

I am responsible for checking my blood sugar levels prior to any/all training sessions. If my blood sugar is too high or low I will not partake in any activity that may worsen my condition. I am responsible for bringing with me a sweet food/drink in the event of a low/high blood sugar level. I will go through my medical action plan with my trainer on our first session and any subsequent sessions as a refresher so that my trainer is aware of my action plan and any medication (if any) and how to retrieve it should my trainer need to.

INJURY:

I am responsible for wrapping/caring for my injury if I have any prior and during training sessions. I have seen a physiotherapist or other allied health professional and have a medical clearance to perform activity. I am responsible for bringing any approved training programs to assist my trainer with training me through this injury. My trainer is not responsible for providing pain relief or massage to/for my injury. I will not train if doing so will make my injury worse.

HEART DISEASE:

I am responsible for my own health and medication. I will not partake in any activity that may make my condition worse. I am responsible for bringing with me to each session my medication if any and explaining my medical action plan to my trainer should an emergency arise. I will cease any activity should I feel unwell.

HIGH BLOOD PRESSURE:

I am responsible for my own health, medication and regular BP checkups. I will not partake in any activity that may make my condition worse. I am responsible for bringing with me to each session my medication if any and explaining my medical action plan to my trainer should an emergency arise. I will cease any activity should I feel unwell.

PREGNANCY:

I am responsible for the health and well being of myself and my unborn child/children. I have medical clearance from my GP/midwife/OBGYN/women's health physiotherapist to continue or commence training. I will work closely with all of my allied health professionals and trainer to achieve a safe and healthy outcome for my health and fitness.

POST PARTUM:

I have been checked and cleared by my GP on completion of my 6 week post partum check up.

Client Signature: _____

Date: _____

**Participant to sign online signature

STRONGEST FITNESS

Building Stronger Mums

PAGE 4: MEAL PLANS & TRAINING PROGRAMS

WHEN PURCHASING A MEAL PLAN FROM SUF YOU UNDERSTAND THAT ALL MEAL PLANS HAVE DEVELOPED BY A SEPERATE BUSINESS OR ORGANISATION THAT IS ACCREDITED TO WRITE AND SELL MEAL PLANS TO CLIENTS.

SUF HAS COLLABORATED WITH OR PURCHASED THESE PLANS FROM SAID PARTIES WITH THE RELEVANT QUALIFICATIONS TO STAY WITHIN THE SCOPE OF PRACTICE OF A PERSONAL TRAINER.

CONSULT YOUR HEALTH PRACTITIONER BEFORE COMMENCING ANY EXERCISE AND MEAL PROGRAM.

NEVER START A MEAL PLAN DURING PREGNANCY.

MEAL PLANS CAN BE MODIFIED AND THE SET CALORIE/MACRO RATIOS AND AMOUNTS ARE GENERAL ONLY.

CONSULT A HEALTH CARE PROFESSIONAL IF YOU ARE BREASTFEEDING OR HAVE ANY UNDERLYING MEDICAL CONCERNS BEFORE COMMENCING A MEAL PLAN OR TRAINING PROGRAM.

EXTRA MEAL PLAN CONSIDERATIONS:

I AM RESPONSIBLE FOR ANY FOOD ALLERGIES/INTOLERANCES I HAVE AND MAKING MY OWN MODIFICATIONS

I AM RESPONSIBLE FOR THE FINANCIAL IMPACT A MEAL PLAN MAY HAVE ON ME

I AM RESPONSIBLE FOR ADJUSTING MY MEAL PLAN IF NEEDED

I UNDERSTAND MEAL PLANS PURCHASED ARE FOR GENERAL USE ONLY AND NOT SPECIFIC TO ME PERSONALLY

I UNDERSTAND THE EMOTIONAL/MENTAL IMPACT A MEAL PLAN MAY HAVE ON ME AND HAVE SUPPORT SYSTEMS IN PLACE IF NEEDED

I HAVE SPOKEN TO MY HEALTHCARE PROFESSIONAL ABOUT STARTING A MEAL PLAN

PRE DESIGNED TRAINING PROGRAMS ARE INTENDED FOR NON PREGNANT WOMEN AND IT IS ASSUMED THAT YOU ARE CLEARED FOR EXERCISE AND HAVE EQUIPMENT IN GOOD WORKING ORDER TO COMPLETE ALL WORKOUTS SHARED.

PRE DESIGNED PROGRAMS ARE GENERAL ONLY, FOR PERSONALISED PROGRAMS PLEASE CONSIDER 1:1 TRAINING.

Client Signature: _____

Date: _____

**Participant to sign online signature