

Diane Attwater PERSONAL TRAINER

DEFINITIONS: In this agreement:

- a) The term “ACTIVITY” OR “ATHLETIC ACTIVITY OR “ATHLETIC ACTIVITIES” OR “PHYSICAL TRAINING” includes but is not limited to personal training, fitness classes, team or individual competitions, fitness assessments, use of facilities, observation of athletic activities, muscle strength and endurance training, cardiovascular conditioning and training, gymnastics, strength conditioning, metabolic conditioning, plyometrics, interval training, bodyweight conditioning, skipping, stretching, boxing, boot camp activities, outdoor running and training in parks, recreational areas, playgrounds, car parks, trails and sidewalks, sport programs, clinics, seminars, and services provided to the participant by Diane Attwater Personal Trainer (hereafter referred to as Diane Attwater).
- b) The term “INJURY” shall refer to all forms of physical, mental, and emotional injury in any way related to athletic activity and training and exercise activities including, but not limited to: death, breaks, strains, lacerations, dislocations, exercise induced rhabdomyolysis (direct or indirect muscle injury), heart failure, concussion, heat illness, dehydration, trauma, anxiety, and fears.
- c) The term “BACCT” means Bermagui Area Chamber of Commerce and Tourism Incorporated and, where the context so permits, its respective directors, members and agents.

Assumption of Risk and Release of Liability

I, the participant specified below, have enrolled in the personalised health and fitness program offered by Diane Attwater Personal Trainer. I recognise that the program may involve strenuous physical activity including, but not limited to, muscle strength and endurance training, cardiovascular conditioning, skipping, outdoor running and training, boxing, Boot Camp activities and other various fitness activities in parks, outdoor recreational areas, playgrounds and car parks. I hereby affirm that I am in good physical condition and do not suffer from any known disability or condition which would prevent or limit my participation in this exercise program.

I, the participant specified below, acknowledge that my enrolment and subsequent participation is purely voluntary and in no way mandated by Diane Attwater Personal Trainer. I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during my training session. I understand that should I feel light-headed, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity.

I, the participant specified below, am aware that there are significant risks involved in all aspects of athletic activities and physical training. These risks include, but are not limited to: falls which can result in serious injury or death; injury or death due to negligence on the part of myself, my training partner, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s).

In consideration of my participation in this program, I hereby release Diane Attwater Personal Trainer and its principals, agents, employees, trainers, and volunteers from any claims, demands, and causes of action as a result of my voluntary participation and enrolment.

I, the participant specified below, fully understand that I may injure myself as a result of my enrolment and subsequent participation in this program and I hereby release Diane Attwater Personal Trainer and its agents from any liability now or in the future for conditions or injuries that I may obtain. These conditions and injuries may include, but are not limited to, death, heart attacks, heart failure, concussion, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, lacerations, dislocations, dehydration, trauma, anxiety, fears, injuries to knees, injuries to back, injuries to foot, or any other illness or soreness that I may incur.

Emergency Medical Services

I, the participant specified below, give permission for Diane Attwater Personal Trainer and its principals, agents, employees, trainers and volunteers and BACCT to seek emergency medical services for me should I become injured or ill, with the understanding that I am responsible for any expense incurred.

If I am signing on behalf of a minor child, I also give full permission for BACCT and any person connected with Diane Attwater Personal Trainer to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well being of the child.

Diane Attwater PERSONAL TRAINER

Photographed or video

I, the participant specified below, acknowledge and consent to photographs and electronic images being taken of me during my participation in any Activity. I acknowledge and agree that such photographs and electronic images are owned by BACCT and it may use the photographs for promotional or other purposes without my further consent being necessary.

Indemnity

I, the participant, for myself and/or my minor child specified below, accept financial responsibility for any injury that I may cause either to myself and/or my minor child or to any other participant due to my negligence.

I further agree to indemnify and hold harmless Diane Attwater Personal Trainer, principals, agents, employees, trainers, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by Diane Attwater Personal Trainer. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent and/or any area selected for training by Diane Attwater Personal Trainer.

The participant recognises that there is risk involved in the types of activities offered by Diane Attwater Personal Trainer. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Diane Attwater Personal Trainer, their principals, agents, employees, trainers, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by Diane Attwater Personal Trainer. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training by Diane Attwater Personal Trainer.

I certify that I am 18 years or older and I have read and understand this waiver of my legal rights, declaration, consent and acknowledgement.

I have read and understood the foregoing assumption of risk and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission.

I understand that by signing this form I am waiving valuable legal rights.

Signature of participant: Date / /

ADULT PRE-EXERCISE SCREENING TOOL

This screening tool does not provide advice on a particular matter, nor does it substitute for advice from an appropriately qualified medical professional. No warranty of safety should result from its use. The screening system in no way guarantees against injury or death. No responsibility or liability whatsoever can be accepted by Exercise and Sports Science Australia, Fitness Australia or Sports Medicine Australia for any loss, damage or injury that may arise from any person acting on any statement or information contained in this tool.

Name: _____

Date of Birth: _____ Male Female Date: _____

STAGE 1 (COMPULSORY)

AIM: to identify those individuals with a known disease, or signs or symptoms of disease, who may be at a higher risk of an adverse event during physical activity/exercise. This stage is self administered and self evaluated.

Please circle response

1.	Has your doctor ever told you that you have a heart condition or have you ever suffered a stroke?	Yes	No
2.	Do you ever experience unexplained pains in your chest at rest or during physical activity/exercise?	Yes	No
3.	Do you ever feel faint or have spells of dizziness during physical activity/exercise that causes you to lose balance?	Yes	No
4.	Have you had an asthma attack requiring immediate medical attention at any time over the last 12 months?	Yes	No
5.	If you have diabetes (type I or type II) have you had trouble controlling your blood glucose in the last 3 months?	Yes	No
6.	Do you have any diagnosed muscle, bone or joint problems that you have been told could be made worse by participating in physical activity/exercise?	Yes	No
7.	Do you have any other medical condition(s) that may make it dangerous for you to participate in physical activity/exercise?	Yes	No
<p>IF YOU ANSWERED 'YES' to any of the 7 questions, please seek guidance from your GP or appropriate allied health professional prior to undertaking physical activity/exercise</p>			
<p>IF YOU ANSWERED 'NO' to all of the 7 questions, and you have no other concerns about your health, you may proceed to undertake light-moderate intensity physical activity/exercise</p>			

I believe that to the best of my knowledge, all of the information I have supplied within this tool is correct.

Signature _____ Date _____