

**WAIVER, RELEASE, RISK WARNING, AND ACKNOWLEDGEMENT OF RISK  
PEDALAUSSI (ABN 34839649326)** (hereinafter "Provider")  
of 19 Kerr Street Park Avenue QLD 4701

**PARTICIPANT DETAILS** (hereinafter "Participant"):

Participant Name:.....  
Participant Phone:.....  
Participant Email:.....  
Participant Address:.....  
Emergency Contact:.....

**PARENT/GUARDIAN DETAILS** (hereinafter "Guardian"):

*(If a parent or guardian (hereinafter "Guardian") is signing on behalf of the Participant, enter the parent/guardian's details below. A parent or guardian may need to complete and sign this Waiver if the Participant is under the age of 18, or if they otherwise do not have legal capacity, for example due to injury or old age.)*

Guardian Name:.....  
Guardian Phone:.....  
Guardian Email:.....  
Guardian Address:.....

***THIS WAIVER*** (hereinafter "Waiver") relates to the Participant's participation in the following activity (hereinafter "Fitness Activity"): \_\_\_\_\_

*The Fitness Activity is provided by the Provider.*

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***IN CONSIDERATION*** for the Provider allowing the Participant to take part in the Fitness Activity, the Participant (and the Guardian, if applicable) agree to the terms set out in this Waiver.

**(1) This section is to be completed by the Guardian (if applicable). By initialling each section, the Guardian confirms that they understand and agree to the relevant section:**

..... The Guardian has the full legal authority to sign this Waiver on behalf of the Participant; and

..... The Guardian has read this Waiver prior to signing it; and

..... The Guardian fully understands the contents of this Waiver and has made sure that the Participant fully understands the contents of this Waiver; and

..... The Guardian intends for this Waiver to be binding on the Guardian and the Participant, together with their heirs, assigns and legal representatives.

**(2) Participant's Health and Pre-existing Conditions.**

*Place an "X" or a check mark next to any statements that are true:*

..... The Participant wears a pacemaker.

..... The Participant wears contact lenses.

..... The Participant wears a hearing aid.

..... The Participant wears dentures.

If the Participant experiences pain or discomfort in any part of their body, please describe this pain or discomfort, including the location on the body and the cause, if known:

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.....  
.....  
.....

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Describe the Participant's stress level:

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.....

List all injuries the Participant has experienced in the past two years:

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List any health disorders the Participant has, or any areas which may be sensitive to physical touch:

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List all medications the Participant is taking:

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.....

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List any other information related to the Participant's health that may be important for the Provider to be aware of:

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.....  
.....

**(3) The Participant (and the Guardian, if applicable) should carefully review each section below and initial next to each section to indicate that they understand and agree to the relevant section. First-person pronouns throughout this section will refer to the Guardian, as well as the Participant.**

..... The Fitness Activity may involve a number of exercises or activities including but not limited to: Weights, Running, swimming, Cycling, Jumping, Cardio.

..... Participation in the Fitness Activity involves risks which may include but are not limited to death, personal injury and damage to property. It may also involve specific risks including but not limited to: E.G Head Injury, Spine Injury, Fractures, Sprains, Muscle Tears, Mental Injury, Cuts, Heart Attacks, Stroke.

..... I warrant and represent that I understand the nature of the Fitness Activity and the risks involved with it. .... I acknowledge and understand that I am choosing voluntarily to take part in the Fitness Activity and that I am free to refuse to participate in it at any time.

..... I warrant and represent that I am in good health and physical condition.

..... I warrant and represent that I do not suffer from any health condition which may affect my ability to safely participate in the Fitness Activity.

..... I acknowledge and agree that if I have any concerns or reservations about my health or my ability to participate safely in the Fitness Activity, I must take advice from a medical professional before taking part in the Fitness Activity.

..... I warrant and represent that if at any time I believe that the conditions of the Fitness Activity are unsafe for me (taking into account my own health and physical circumstances), I will immediately stop taking part in the Fitness Activity.

..... I understand that if I feel faint, dizzy, nauseous, or lightheaded, or experience chest pain or any other pain or discomfort, I must stop the Fitness Activity immediately and notify the Provider or a member of the Provider's staff.

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..... I understand that the Fitness Activity is a supportive environment where health and well being are of paramount importance. We all progress at different rates and there is no shame in slowing down or taking a break.

..... I agree that I know my own body better than anyone else does and it is ultimately up to me to decide if the conditions of the Fitness Activity are unsafe for me, and to speak up if I have concerns.

..... I agree that I will comply with the Provider's rules and any directions given to me by the Provider or the Provider's staff members. .... I warrant that I will compensate the Provider for any damage which I may cause to the Provider's equipment as a result of my recklessness or negligence.

..... I acknowledge that the Provider is not responsible for the safety or security of my personal belongings while I am taking part in the Fitness Activity.

..... I, on behalf of myself, my heirs, assigns, administrators, executors and next of kin hereby irrevocably and unconditionally waive any and all claims, expenses, causes of action, debts, demands, damages, or other liabilities whatsoever (hereinafter "Liabilities"), whether direct or indirect, and whether known or unknown that I may have now or in the future against the Provider, together with any coaches, trainers, teachers, instructors, officers, employees, directors, trustees, agents, contractors, assignees, successors or other representatives of the Provider (hereinafter "Provider's Representatives"). I hereby release the Provider and the Provider's Representatives from any such Liabilities which I may have or may at any time incur against the Provider or any of the Provider's Representatives, whether direct or indirect, and whether known or unknown, and whether in contract, tort, equity or otherwise, except Liabilities arising out of gross negligence by the Provider or the Provider's

Representatives.

..... I, on behalf of myself, my heirs, assigns, administrators, executors and next of kin hereby irrevocably and unconditionally, release, discharge, indemnify, and keep indemnified, the Provider, together with any of the Provider's Representatives, from any and all Liabilities, whether direct or indirect, and whether known or unknown, which the Provider or the Provider's Representatives may incur now or in the future in connection with my participation in the Fitness Activity.

..... I authorise the Provider and the Provider's staff to provide first aid, to seek emergency medical support and/or to transport me to a medical facility in the event that I suffer an injury or medical emergency at any time. I acknowledge and accept that I will be responsible for any medical expenses that are incurred.

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..... I authorise the Provider and the Provider's staff to take photographs or videos of me while participating in the Fitness Activity and to use such photographs or videos for promotional purposes including use on social media or other websites. I understand that if I do not want photographs or videos of me to be used by the Provider for promotional purposes, then I must notify the Provider of this in writing.

**Financial Notice:** In the event that you wish to cancel an appointment, you are required to give at least the following amount of notice: \_\_\_\_\_ If this notice is not received, the following will apply: 15% of the cost of the session \$25 flat. A 10 % penalty on the session and all future sessions must be paid upfront.

**Late Arrivals:** If you arrive late to your appointment, you risk having your time shortened to accommodate all scheduled clients. When you arrive, the Provider will ascertain whether a late start is possible. A late start may not be possible if you have arrived too late or if the Provider finds any reason to cancel the appointment. Regardless of the outcome or time, you will be responsible for the full cost of the session. Therefore, please do not arrive late

**Applicable Law:** This Waiver shall be governed in all respects by the laws of Queensland and any applicable federal law. I have read and understood this Waiver in its entirety. I acknowledge that by signing this Waiver I am giving up certain legal rights which I may have against the Provider, including the right to sue. I am assuming all risk and taking full responsibility for any personal injuries, death, loss or damage to property, liabilities, or other losses which I might incur in relation to the Fitness Activity, and I am engaging in the Fitness Activity at my own risk. If I am a Guardian, completing this Waiver on behalf of the Participant, I have explained the contents of this Waiver to the Participant, and I accept these risks and liabilities in my own capacity and on behalf of the Participant.

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| <p><b><i>Signed by the Participant:</i></b><br/> .....<br/> .....<br/> <i>Participant signature</i><br/> .....</p> | <p><b><i>Signed by the Guardian (if applicable):</i></b><br/> .....<br/> .....<br/> .....<br/> <i>Guardian signature</i></p> | <p><b><i>Witnessed by:</i></b><br/> .....<br/> ..<br/> <i>Witness signature</i><br/> .....<br/> ..</p> |
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|---|---|-----------------------------|
| .....<br><i>Participant name (print)</i><br>..... | .....<br>.....<br><i>Guardian name (print)</i><br>.....<br>.....<br><i>Date</i> | <i>Witness name (print)</i> |
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