

DISCLAIMER

Please note that all persons using the gym and facilities at Workout Indooroopilly do so at their own risk.

Like any activity, it can be **dangerous** and that by participation in it I am exposed to certain risks, therefore:-

I ACKNOWLEDGE AND UNDERSTAND that whilst undertaking activity at Workout Indooroopilly:-

- a) I will give special attention to all instructions oral or written and will query any matters that I do not understand.
- b) There may be no or inadequate facilities for treatment or transport of me if I am injured.
- c) I am not under the influence of drugs / medication / mind altering substances, nor do I have any allergies or pre-existing medical condition that:
 - (i) effect my understanding of safety instructions or ability to competently participate, and/or
 - (ii) maybe exacerbated by the activity, and/or
 - (iii) otherwise effect my ability to participate any aspect of this activity, and/or
 - (iv) prejudice the performance/safety to myself or others.
- d) Other persons participating in the activity may cause me injury or damage to my property for which they may be liable.
- e) I may cause injury to other persons or damage their property, for which I may be liable.
- f) I may cause loss of damage to property used / hired for which I may be liable.
- g) I may be injured and/or suffer damage to my property as a result of my negligence or breach of contract.
- h) I assume the risk of and responsibility for any injury, death or property damage resulting from my participation.

RELEASE AND INDEMNITY TO WORKOUT INDOOROOPIILLY

IN CONSIDERATION of the acceptance of my payment for participating, **except to the extent it is precluded by statutory law I AGREE TO RELEASE AND INDEMNIFY** M.A. & C.B. Burke Pty. Ltd. (ACN 010 510 988) t/as Workout Indooroopilly (**Workout Indooroopilly**) as follows:

- (a) I release, indemnify and hold harmless Workout Indooroopilly, 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 any injury, loss, damage or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever.

I acknowledge and understand that the gym and facilities at Workout Indooroopilly may be unsupervised at any time and I assume the additional risks and responsibilities associated with using an unsupervised gym facility.