



## **Training Waiver & Release Form**

Terms and Conditions

### **Waiver and Release of Liability**

Express assumption of risk: I, the undersigned, am aware that there are significant risks involved in all aspects of 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 partners). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at, or under the direction of Efficient Effort Pty Ltd.

I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

**Release:** In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered by Efficient Effort Pty Ltd, I, the undersigned hereby release Efficient Effort Pty Ltd, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. If I am signing on behalf of a minor child, I also give full permission for any person connected with Efficient Effort Pty Ltd 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.

**Indemnification:** The participant recognises that there is risk involved in the types of activities offered by Efficient Effort Pty Ltd. 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 Efficient Effort Pty Ltd, their principals, agents, employees, 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 Efficient Effort Pty Ltd, at the main building or abroad.

This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to the main building, and/or any area selected for training by Efficient Effort Pty Ltd.

### **Photography/Video Release**

Participants involved in any activities offered by Efficient Effort may be photographed or videotaped during training. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the Efficient Effort website or in any editorial, promotional or advertising material produced and/or published by Efficient Effort.

### **Cancellation Policy**

Clients must provide a minimum of 24 hours' notice to cancel or reschedule a training session.

If a client cancels or reschedules a session with less than 24 hours' notice, the session will be considered a "late cancellation" and will be charged at the full rate.

If a client does not show up for a scheduled session, the session will be considered a "no-show" and will be charged at the full rate.

If a client needs to cancel or reschedule a session due to an unforeseen emergency or illness, the session will not be considered a late cancellation or no-show, but the client must provide documentation of the emergency or illness (e.g. a doctor's note).

### **Subscription Policy**

The client agrees to a lock-in subscription for a minimum period of time as agreed upon.

The client acknowledges that they will be charged for the full term of the subscription, even if they choose to cancel their training sessions before the end of the agreed-upon period.

The client understands that they may only cancel their subscription after the lock-in period has ended, and that any requests for cancellation must be made in writing.

In the event that the client fails to attend their scheduled training sessions, the missed session(s) will not be carried over to the next billing cycle or refunded.

The client may reschedule if they are unable to make it to a session. However, at least 24 hours notice must be given and we must have remaining availability for the week. If less than 24 hours notice is given, the session will be forfeited and will be taken off the package.

If the client is unable to reschedule a session during the same week, and has given more than 24 hours notice, that session may roll over only onto the following week. If that session has also not been undertaken the following week, it will be forfeited.

ALL sessions must be completed within the allocated time frame of the package. If there are remaining sessions on your package but the allocated time frame has concluded, those sessions will also be forfeited.

By agreeing to this policy, the client acknowledges and accepts the terms and conditions of the direct debit and lock-in subscription policies. Any breach of these policies may result in the termination of the contract by the trainer.

**Direct Debit Policy**

The client agrees to authorise automatic payment of fees by Direct Debit.

The client acknowledges that payment will be deducted from their designated bank account on a recurring basis, either weekly, fortnightly, monthly or as agreed upon.

The client agrees to ensure that their account has sufficient funds to cover the payment on the agreed-upon date.

In the event that a payment is declined, the client will be notified, and a charge may be applied.

I have read and understood the foregoing assumption of risk, and release of liability and 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.