



Punchin' Parko's Exercise Program

Waiver and Release of Liability

Applicant's details

Name: _____

Address: _____

Suburb/Town: _____ State: _____ Post Code: _____

Phone: _____ Mobile: _____

Email: _____

Agreement

I, the Applicant, whose name and signature appears below, warrants that:

1. **I understand** the nature of the Punchin' Parko's (PP) Exercise Program (PPEP).
2. **I am physically capable** of participating in these activities, subject to any conditions or restrictions noted by the doctor who signed my Medical Assessment Form.
3. **I fully understand** that even though every precaution is taken to minimise any harm, accidents do happen.
4. **Should I sustain an injury**, I accept all responsibility for losses, costs and damages.
5. **I further acknowledge** that some activities may be conducted in facilities open to the general public and/or other exercise facilities.

6. **I further agree and warrant** that if I believe any condition to be unsafe, I reserve the right, without penalty, financial or otherwise, to immediately discontinue further participation in the activity and bring such condition to the attention of the management of PP.

7. **I, my executors, administrators, dependants and other personal representatives hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless** any person, company, administrator, club, organization, Trust, sponsor, advertiser, volunteer, employer, employee associated in any way or form with PP and PPEP.

8. **I agree** to obey my coaches and instructors at all times and acknowledge I may be removed from PPEP should I breach any rule or regulation of the VT1 Academy or where my action(s), either deliberately or accidentally cause or may cause harm to any other individual at the Academy.

9. **I give my full consent** to coaches and any other persons who have a currently active First Aid Certificate to perform any necessary first aid and / or call an ambulance to transport me to an Emergency facility at a hospital or other suitable place for assessment and/or treatment. All costs will be my responsibility.

10. **I certify** that, to the best of my knowledge, in the last three months, I have not sustained any injuries to my hands, arms, feet and / or legs , have had no incidents of head injuries, headaches, concussion or fainting spells. If, after signing this form, I sustain any injury, I will immediately notify PP orally and in writing and will abide by the decision whether I may participate in the PPEP or not. I will not participate in PPEP until re-assessed and advised, **in writing**, that I may do so.

11. **I agree** that this agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision or as consent to any subsequent waiver or modification. Every term and provision of this agreement is intended to be severable, if any one or more provision is found to be unenforceable or invalid, the said provision shall not affect the other terms and provisions, which shall remain binding and enforceable.

Signatures:

Applicant's Name (print) _____ **Signature** _____

PP Representative/Witness _____ **Signature** _____

Date ____/____/____