

Function One Fitness

Waiver for all members

The following Waiver must be read carefully, as it affects your legal rights.

This document should be read in conjunction with the Privacy Policy and Terms and Conditions and Membership Agreement. These are available on our website www.f1fitness.com.au.

1. Definitions

- 1.1. **“Your” “The Member”** means the individual who signs this Waiver and agrees to be bound by its terms and conditions and those included in the Terms and Conditions and Membership Agreement and includes all guardians of that individual whether listed or not.
- 1.2. **“We” “Function One” “Us”** means Sylvester Operations Pty Ltd trading as Function One Fitness.
- 1.3. **“Facilities”** means the gym equipment, machinery, amenities, access key and other facilities available at Function One.

2. Terms

- 2.1. By signing this waiver you:
 - 2.1.1. agree to abide by Terms and Conditions and any rules and policies set by Function One and agree that any failure to abide by these may result in your suspension and or cancellation of your membership.

3. Waiver and Indemnity

- 3.1. You agree and understand that all fitness training and exercise of any kind is dangerous, and you are at risk of injury and death. You agree to the acknowledgement and responsibility contained in clause 4.4 of the Terms and Conditions Membership Agreement and hereby indemnifies Function One and all of its constituents against any injury they may suffer or any claim which may be made on your behalf.
- 3.2. You accept the risks involved with using the facilities and are responsible for your own actions and/or involvement.
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- 3.4. If anything is unclear to you, you will raise your concerns with Function One.
- 3.5. To the best of your knowledge, you are physically able to participate in the advertised activities and know of no reason why you should not.
- 3.6. Any person attending Function One is only allowed to do so understanding that they do so entirely at their own risk.
- 3.7. You hereby acknowledge that:
 - 3.7.1. you are not an employee of Function One; and
 - 3.7.2. your participation in any activity at Function One is purely voluntary and for your own personal interest and benefit.

- 3.8. You agree that you understand the emergency procedures and if you do not understand these procedures, it is your responsibility to speak to Function One to clarify the procedures.
- 3.9. You agree that you will not consume any drugs or alcohol that may impede your ability to participate in activities at Function One Fitness including any prescription medication or otherwise.

4. Privacy

- 4.1. You authorise Function One to use your image in accordance with Function One's Privacy Policy and the Terms outlined in the Terms and Conditions and Membership Agreement.

I have read and understood the terms of this Training Waiver, or if I did not understand the terms and conditions of this Waiver, I requested an independent person to explain them to me and am now fully aware of all terms and conditions associated with this recreational activity.

For myself, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF FUNCTION ONE or others, and assume full responsibility for my participation; and, I willingly agree to comply with the program's stated and customary Terms and Conditions and Membership Agreement and Privacy Policy for participation.

I take full responsibility and understand that the above release and indemnify also applies to all/any child/children in my care.

I, of

Signed

Dated