

FITIQ Adult Training Centre, Safety Agreement and Terms & Conditions of Participation.

FITIQ Ltd. Participation Agreement for Adults

I, the Participant, confirm as follows:

- 1. I understand and accept that by participating in activities at FITIQ Ltd., there is an inherent element of danger and risk of physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I will use FITIQ Ltd. equipment and facilities (the "Facilities") in a sensible and responsible manner, complying with all notices, instructions, and directions as provided or displayed, as well as any instruction from authorised personnel at FITIQ Ltd. I recognise that these risks cannot be eliminated without altering the fundamental nature of the activities. These risks include, but are not limited to:
- 2. Risk of cuts, bruises, and more serious injuries. Participants may fall off equipment and sustain sprains, fractures, or other injuries, particularly when transitioning between obstacles. These risks are present when using equipment such as obstacle courses, rope climbs, wall climbs, jump towers, weights, monkey bars, ninja rigs, weight pulls, boxing equipment, etc.
- 3. I expressly agree to accept and assume all risks involved in these activities. My participation is voluntary, and I choose to participate despite these risks. I confirm that I will only undertake challenges that are within my capability and control.
- 4. I acknowledge that the activities provided by FITIQ Ltd. require a reasonable level of fitness and agility. I warrant that I am fit and able to participate, free from any medical conditions or injuries that could be aggravated by the activities. I agree to assume all associated risks, and recognise that participating despite health concerns could increase the likelihood of accidents or injuries.
- 5. I acknowledge that activities at FITIQ Ltd. are not suitable for pregnant women, and by signing this agreement, I confirm that I am not pregnant.
- 6. I acknowledge that cosmetic body enhancements, such as false nails, non-removable jewellery, and other surgical additions, could cause injury during activities. FITIQ Ltd. advises participants to remove these items, where possible, before engaging in activities. FITIQ Ltd. is not responsible for any injury caused by these items.
- 7. I agree that I am responsible for my own safety, and the safety of others, while participating in activities. I understand that certain activities may be unsupervised following safety instructions. I agree to wear any protective equipment required by FITIQ Ltd. and to comply with instructions from FITIQ Ltd. staff, media, or signage at all times during activities.



- 8. I will not participate in activities provided by FITIQ Ltd. unless I have completed FITIQ Training Centre's Safety Briefing. I will adhere to safety protocols at all times while on the premises.
- 9. I will only attempt obstacles and challenges that match my skill and fitness level, and of which I can remain in control. I understand that all obstacles and challenges are undertaken at my own risk, and I will not hold FITIQ Ltd. liable for any injury sustained while participating.
- 10. I accept full responsibility for any and all risks associated with the activities. My participation is voluntary, and I understand the potential consequences of these risks.
- 11. I agree that I will not participate in any activities while under the influence of drugs or
- 12. I agree to fully indemnify FITIQ Ltd., its agents, and employees, against any claim brought by a third party for loss, damage, injury, or death caused by any action or omission on my part.
- 13. I acknowledge that nothing in these terms and conditions is intended to exclude FITIQ Ltd.'s liability for personal injury or death caused by the negligence of its authorised personnel.
- 14. I consent to FITIQ Ltd. photographing and/or recording me, and using such media solely for advertising or promotional purposes. I do, however, retain the right to inspect or approve the use of this media but understand that I will not receive any compensation for its use. If I do not wish to be part of such media, I will inform FITIQ Ltd.
- 15. I agree to indemnify and hold FITIQ Ltd. harmless for any legal fees or costs incurred to enforce this agreement.
- 16. I consent to the use of CCTV monitoring by FITIQ Ltd. for training, health and safety, and security purposes.
- 17. I acknowledge that FITIQ Ltd. is not liable for any damage or loss to myself, third parties, or property incurred while on FITIQ Ltd. premises.
- 18. I confirm I am over the age of 18 and signing as a participant.
- 19. I further agree that this PARTICIPATION AGREEMENT shall apply to all visits by me within the next 12 months. By agreeing to this this document, I acknowledge that if anyone is injured or property is damaged during my participation, I may have waived my right to bring a claim against FITIQ Ltd. or any bound parties.
- 20. I consent to FITIQ Ltd. controlling and processing my Personal Data, and I authorise FITIQ Ltd. to pass such data to third parties for medical purposes in the event of an emergency.
- 21. By continuing to book your session with FITIQ Ltd. I agree to all terms laid out in this document.