

Activity Waiver & Release

THIS ACTIVITY WAIVER & RELEASE (this "Agreement")
of the date when digitally signed and or information captured

BETWEEN:

You, the member or the dependant on who's behalf you are signing
(the "Participant")

OF THE FIRST PART

AND

Newton Physiques Limited (also known as Nick's Gym)
(the "Activity Provider")

of Unit 13, Ddole Road Enterprise Park, Llandrindod Wells, Powys, LD1 6DF
(the "facility")

OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this agreement agree as follows:

Consideration

1. Being of lawful age and in consideration of being permitted to participate in the activity described below, the Participant releases and forever discharges the Activity Provider, its owners, directors, officers, employees, agents, assigns, legal representatives and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the activity described below or any authorisation given below and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider.
2. The Releasor understands that the Releasor would not be permitted to participate in the activity described below unless the Releasor signed this Agreement.

Details of Activity

3. The Participant may participate in activities including but not limited to and whether they are onsite at the facility or off site away from the facility:
 - a. General Physical Activity including movement training.
 - b. Use of the Gym Facilities machines and equipment.
 - c. One to One coaching, large and small group coaching, online coaching via the internet and or smartphone app.
 - d. Exercise Classes

- e. Boxing coaching, bag and pad training and contact sparing
- f. Any other activities hosted by the Activity Provider.

Concurrent Release

4. The Participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives and assigns.

Fitness to Participate

5. The Participant acknowledges that the Participant does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in the above mentioned activity. If required, the Participant will obtain a medical examination and Clearance.

PAR-Q (Physical Activity Readiness Questionnaire)

6. The participant will obtain a Medical Examination and Clearance if the following statements cannot be agreed to by the participant.
 - I do not have a heart condition
 - I do not feel pain in my chest whenever I'm physically active.
 - In the past month, I have not had chest pains when not undertaking physical activity.
 - I have not recently lost my balance due to dizziness or lost consciousness.
 - I do not have a bone or joint problem which could be made worse by physical activity.
 - I am not currently being prescribed medication by my Doctor/GP for blood pressure or a heart condition.
 - I am not aware of other reasons why I should not take part in physical activity in a gym environment.

Induction Training Waiver

7. The Activity Provider recognises the importance of every new member undergoing our induction training. This is carefully designed to ensure that the Participant is made aware of the facilities and equipment on offer and in particular is given advice in the safe use of our facilities and equipment.

The Activity Provider strongly recommends each new member to undergo our induction training. It is hereby noted that notwithstanding our clear advice, that you, the Participant has stated that you are an experienced gym user and have expressed your unwillingness to undertake induction training before using the facilities.

In these circumstances the Activity Provider will allow the Participant to use the facilities, provided that the Participant seek advice from a member of staff if you are in any way unfamiliar with a particular piece of equipment or type of exercise.

It is therefore formally noted that the Participant has opted out of induction training and will undertake to consult staff on an ongoing basis in relation to the safe use of our facilities and equipment.

Unmanned Access

8. The facility may be unmanned at any time with or without notice.

The Participant acknowledges that at various times there will be no staff at the facility, no supervision or assistance and by using the facilities and taking part in the above mentioned activity while the facility is unmanned increases the risk to the Participants health and safety due to the fact they may be the only person at the facility should an incident or injury occur.

The Participant acknowledges that if they are injured, become unconscious, suffer a stroke or heart attack, that there will likely be no one to respond to the emergency and the Activity Provider has no duty to provide assistance and it is likely that should they require immediate assistance, none will be provided.

The Participant acknowledges the advice of the Activity Provider is to attend the facility with a training partner and or to train well within their limits.

8.1 The Participants Responsibility for Maintaining Access Control and Security

It is the responsibility of the Participant to not allow any other person, whether they are a member at the facility or not, access into the facility via any door during unmanned hours.

- 8.2 The Participant accepts that if point 8.1 is breached they will be liable for a £100 penalty if the other person is a valid member and a £500 penalty if the other person is not a member. On breach of point 8.1 the Participants membership will be suspended pending payment of the penalty.

Failure to pay any penalty will result in a permanent ban from the facility. This will be at the discretion of the Activity Provider and an alternate penalty may be offered.

Photo Release

9. The Participant grants the Activity Provider permission to use their likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration.

The Participant acknowledges and agrees that all photos will become the property of the Activity Provider and will not be returned.

The Participant hereby irrevocably authorise the Activity Provider to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, the Participant waives any right to inspect or approve the finished product wherein their likeness appears.

Additionally, the Participant waives any right to royalties or other compensation arising or related to the use of the photo.

The Participant hereby holds harmless, releases, and forever discharges the Activity Provider from all claims, demands, and causes of action which the Participant and the Participants heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

Full and Final Settlement

10. The Participant hereby acknowledges and agrees that the Participant has carefully read this Agreement, that the Participant fully understands the same, and that the Participant is freely

and voluntarily executing the same.

11. The Participant understands that by signing this Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above noted activity.
12. The Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement.
13. This Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and not a mere recital.

Governing Law

14. This Agreement will be construed in accordance With and governed by the laws of the Country of Wales.