



Sporting Advantage Pty Ltd A.C.N. 134 812 212

**CAPTAIN ACTIVE PROGRAM
WARRANTY, WAIVER & INDEMNITY**

Definitions and Interpretation

"Captain Active" is administered by Sporting Advantage

"Health Program" includes but is not limited to any information provided to you by Sporting Advantage relating to your health and wellbeing, a diet program and or exercise program created for You by Sporting Advantage.

"Sporting Advantage" means Sporting Advantage Pty Ltd A.C.N. 134 812 212 together with its Directors, Employees, Servants, Agents or Contractors, Heirs, Executors, Administrators or Assigns.

Disclaimer

The Health Program provided to You is for information purposes only and is not to be interpreted as a recommendation for a specific treatment, plan or course of action. Undertaking a diet and or active or passive exercise can in certain circumstances be detrimental to your health, safety, comfort or physical condition. To reduce the risk, before beginning any diet, exercise or other health program please consult your physician with any questions you may have regarding a medical condition. The programs provided by Sporting Advantage Personnel are in no way intended to be used as a substitute for medical consultation.

1. Acknowledgement of Risks, Injury and Obligations

I understand, appreciate and fully accept the fact that there may well be risks, hazards and dangers involved in undertaking the Health Program. I voluntarily assume the risk of and responsibility for any injury, death or property damaged howsoever caused resulting from my participation in a Health Program.

I acknowledge, accept and agree that it is not the obligation of Sporting Advantage to bring to my attention such danger and or risk in undertaking a Health Program and absolve Sporting Advantage of all responsibility in that regard.

2. Physical / Medical Condition

I promise and represent that as at the date of this agreement and each and every time I consult with Sporting Advantage or engage in any passive or active exercise under the supervision of Sporting Advantage, I am in good physical condition and that I know of no medical or other reason why I am not capable of engaging in a Health Program and that such engagement would not be detrimental to my health, safety, comfort or physical condition.

I acknowledge that Sporting Advantage are not medically qualified to assess whether or not I am in good physical condition such that I can engage in a Health Program without detriment to my health, safety, comfort or physical condition. Sporting Advantage have advised me to obtain expert advice prior to commencing any Health Program. I promise and present that I have made full and complete disclosure to Sporting Advantage Personnel of all my physical and or mental medical conditions of which I am aware.

3. Release and Indemnity

I participate in the Health Program at my sole risk and responsibility. I together with my Heirs, Executors, Administrators and assigns, release, indemnify and hold harmless Sporting Advantage from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death, caused to me or my property whether by negligence, breach of contract or in any other way whatsoever arising out of my participation in the Health Program.

Where I am under the age of eighteen (18) years of age, I will have my parent/s or guardian/s sign the registration form and I warrant that the signatory has read, understood and accepts the terms and conditions herein and in particular, the release, discharge and indemnity provided for in this clause.

4. Bar to Proceedings

Sporting Advantage may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of me for any person or by any person claiming through me or on my behalf.