

## In ticking the box you agree to the below.

Description of physical activity to be undertaken

I understand that I will be taking part in physical activity that may challenge my cardio respiratory system (heart and lungs), musculoskeletal system (muscle endurance, strength and flexibility) and nervous system.

Physical activity may include but shall not be limited to aerobic and/or anaerobic activities, callisthenic exercises, weight-bearing movements or resistance training exercises with equipment, flexibility exercises and stability exercises.

I agree that if I require further information relating to the nature or intensity of the physical activity I will be undertaking and the possible effect on my body, I will seek further advice and by signing this ICRW I confirm that I am satisfied with my understanding of the nature and intensity of the physical activity I will be undertaking.

I understand that it is my responsibility to inform the instructor of any problems that might impact my ability to participate in the class.

## **Potential Risk**

I understand that the physical activity I am taking part in carries an inherent risk of serious injury, disability, paralysis and possible death and I am electing voluntarily to participate in the physical activity knowing it may be hazardous to me and my property. I voluntarily assume full responsibility for any risks or loss, property damage or personal injury (including death) that may be sustained by me, or loss or damage to property owned by me, as a result of participation in the physical activity.

I understand that the reaction of the body to physical activity cannot always be predicted with accuracy. I know there is a risk of musculoskeletal strains, pain and injury, and that certain abnormal changes may occur during or following physical activity which may adversely affect blood pressure or cause strokes, heart attacks or even death.

I accept it is my responsibility to make the appropriate people aware of my medical. I understand it is my responsibility to recognise when I am experiencing undue discomfort or fatigue and to omit or discontinue the physical activity as necessary.

Release of liability, waiver of claims and indemnity

I understand that the Company shall not be liable for any damages to my property or to me as a result of any personal injury arising from my participation in the physical activity which is undertaken entirely at my own risk.

In consideration of the Company allowing me to participate in the physical activity (which I accept as good and sufficient consideration), I agree:-

1. To waive any and all claims that I have or may in the future have against the Company and its directors, employees, representatives, assigns and agents (together referred to as the "Company's

Representatives") arising out of my participation in the physical activity including but not limited to liability arising from the negligence or fault of the Company or the Company's Representatives for my death, disability, personal injury, property damage or property theft;

To fully and forever release and discharge the Company and the Company's Representatives from any and all liability for any loss, damage, right of action, expense or injury including death that I 2. may suffer as a result of my participation in physical activity due to any cause whatsoever including negligence (other than gross negligence), breach of contract or breach of any statutory or other duty of care on the part of the Company or the Company's Representatives;

To hold harmless and indemnify the Company and the Company's Representatives from any and all liability for any property damage or personal injury to any third party, resulting from my acts or omissions whether or not I was participating in physical activity at the time the cause of action arose;

- That this ICRW shall not apply in the event of gross negligence on the part of the Company or the 4. Company's Representatives leading to my personal injury or death but otherwise it shall be construed broadly to provide a release and waiver to the fullest extent permitted by law;
- 5. Consent to receive medical treatment which may be deemed advisable in the event of injury, accident or illness during the physical activity;
- 6. I understand that any oral or written representation made by the Company or the Company's Representatives regarding the safety of physical activity is overridden by this ICRW;
- 7. This ICRW shall be effective and binding on my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death.

This ICRW is governed by the laws of and the exclusive jurisdiction of the courts of England and Wales.

I confirm that I have read and fully understand the terms and effect of this ICRW which is that I am waiving certain legal rights which I or my heirs and those referred to in Paragraph 7 may otherwise have against the Company and the Company's Representatives.