



1-2-1 Personal Training

PO Box 4173 KINGSTON ACT 2604

Mobile: 0412 627 249

Email: info@121personaltraining.com.au

Web: www.121personaltraining.com.au

RELEASE OF LIABILITY AND INDEMNITY

FOR AND IN CONSIDERATION of the 121 Personal Training Trainers granting
.....(name) personal and group training, located in the
Australian Capital Territory and/or the State of New South Wales, I
.....(name)
of.....(address) and all
my heirs, successors, executives, administrators, agents and assigns **HEREBY AGREE:**

1. **TO WAIVE** all and any claim, right or cause of action which I or my heirs, successors, executives, administrators, agents and assigns might otherwise have for or arising out of loss of my life, injury, damage or loss of any description whatsoever which I may suffer or sustain in the course of or consequential upon my access and use of the 121 Personal Training service.
2. **TO RELEASE AND FOREVER DISCHARGE THE** 121 Personal Training Trainers, its officers, employees and agents (RELEASEES) from all liability to me, my personal representatives, heirs and next of kin for loss of my life, injury, damage or loss of any description, whatsoever arising out of or in any way connected with or incidental to my access or use of the sporting and recreational facilities located at the discretion of 121 Personal Training whether anticipated or not and whether caused by the negligence, default or misconduct of the Releasees or otherwise.
3. **TO INDEMNIFY AND AGREE TO KEEP INDEMNIFIED** 121 Personal Training, its officers, employees and agents from and against all actions, proceedings, suits, costs, claims, damages, loss, expense and demands or liability of any kind, including all legal costs however suffered or incurred, and the costs reasonably incurred in defending or resisting the same, that may be made or brought by any person or persons in respect of personal injury to or the death of any person whomsoever or loss of or damage to any property whatsoever arising out of or as a consequence of or in any way connected with my acts or omissions, by reason of my access and use of the 121 Personal Training service.
4. **I FULLY UNDERSTAND** that my access and use of the 121 Personal Training services may involve the risk of serious injury, including permanent disability, death and social and economic loss arising not only from my own intentional or negligent acts or omissions, but also from the intentional or negligent acts or omissions of others, from the rules of play and their application, from the conditions of the premises and/or equipment, as well as from other sources both known and unknown. Notwithstanding this knowledge I freely and voluntarily assume all risks both known and unknown associated with my access and use of the 121 Personal Training service.
5. **I ACKNOWLEDGE** that prior to being given approval to access and use the 121 Personal Training service, that I have received an oral and written brief on the facilities and the first aid facilities. I acknowledge that I have been given a tour of the proposed training activities and I am satisfied that I fully understand the contents of, the location of, and the safe use of and the working of all things briefed on.
6. **I ACKNOWLEDGE AND UNDERSTAND** that I have read and understood the matters set out in this document above and that I am legally competent to give this waiver, release and indemnity. I acknowledge that the conditions set out in this document are contractual in nature, are intended to have legal effect and are not merely a warning or recital. I have signed this document on my own freewill and without any representation or inducement by 121 Personal Training, its officers, employees and agents.



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Signature.....
(Signature of Releasee)

Name.....
(Printed name of Releasee)

Date.....

Witnessed by.....
(Witness signature)

Name.....
(Printed name of witness)

Date.....