

WAIVER AND RELEASE FROM LIABILITY

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

The logo for KONG AU, featuring the word "KONG" in large, bold, white capital letters, followed by "AU" in smaller, bold, white capital letters, all on a black rectangular background.

I,

Initial here:

("Participant"), or Participant's parent or legal guardian if Participant is under the age of 18 years, have requested the use of Kong Au's facilities and/or equipment, or the purchase or provision of lessons, instruction and/or training related to weightlifting, powerlifting, olympic lifting, gymnastics, plyometrics, calisthenics, running, swimming, rowing, biking, climbing, jumping, throwing, diet, nutrition, injury prevention, and/or activities incidental thereto individually and collectively ("CrossFit Activities") and the use of equipment and facilities at 21/21 Ryan Avenue, SINGLETON NSW 2330 and/or any public or private location (collectively "Facilities and Equipment"). I understand and acknowledge that serious disabilities, illness (to include "exertional rhabdomyolysis"), death, accidents and injuries can occur during CrossFit Activities at the Facilities and/or through the use of the Facilities and Equipment in which those CrossFit Activities are held, whenever or however they occur and for such period said activities may continue. I further understand and acknowledge that attending, participating in, volunteering at or spectating at CrossFit Activities may require me to perform strenuous activities, or to be exposed to activities, conditions, individuals, equipment or events which have potential to cause death, illness, serious injury, disability, or property loss. Knowing the risks inherent in, and connected with these CrossFit Activities, conditions, equipment or events, and with the full understanding of the activities I will be performing, on behalf of myself, my executors, administrators, heirs, successors, assigns, and next of kin, I HEREBY FULLY ASSUME THE RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY INHERENT IN, AND/OR IN ANY WAY CONNECTED WITH, ATTENDING, PARTICIPATING IN, AND SPECTATING A KONG AU EVENT OR OTHER CROSSFIT ACTIVITY AT THE FACILITIES EVEN IF ARISING FROM THE NEGLIGENCE OF OTHER PERSONS EXECUTING A SIMILAR WAIVER AND RELEASE FROM LIABILITY.

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I understand that I will not be permitted to Participate in CrossFit Activities without executing this Waiver and Release. As a condition of my Participation in CrossFit Activities, I grant KONG AU, and its employees, members, partners, officers and agents perpetual and non-revocable permission to use my name, photographs and video in which my image and likeness appears in connection with my Participation in CrossFit Activities and further grant permission to display, publish, distribute, use, print and reprint such images and likeness, and the right to employ such images or likeness in advertising and promotions relating thereto or to KONG AU or any Activities at or related to CrossFit, including any advertisements or media and electronic displays and transmissions thereof (herein "Likeness Rights"). I release KONG AU and its employees, members, partners, officers and agents from any and all liability for damages for use in any manner or media of the Likeness Rights, and waive any and all claims and causes of action for damages for use of the Likeness Rights, including but not limited to: unauthorized use of my likeness, image, character or persona; violation of my right of publicity or privacy, and for copyright or moral rights infringement, defamation, or being cast in a bad light.

I understand that the training may involve weightlifting, gymnastics movements, strenuous bodyweight exercises and other high exertion activities, and that I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during my training session. I understand that should I feel light-headed, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity and inform my trainer.

I understand that KONG AU is not responsible for any of my belongings left on sight, any theft of personal property will be investigated using the CCTV system and appropriate actions will be taken to retrieve your belongings. In the event that belongings cannot be retrieved KONG AU is not liable for replacement or reimbursement of the items stolen or damaged. Individuals can chose to alert law enforcing authorities to further investigate the theft/damage to their property.

I understand and agree that this Agreement is a full and final release covering all known and unknown and unanticipated injuries, debts, claims or damages to him/her that have arisen or may have arisen from any matters, acts, omissions or dealings released in this agreement, including but not limited to the use of the photographs and Likeness Rights. The undersigned acknowledges that he/she is aware that he/she may hereafter discover facts in addition to, or different from, those which he/she now knows or believes to be true, but it is his/her intention hereby, fully and finally and forever, to settle and to release any and all

matters, disputes and differences, known or unknown, suspected or unsuspected, that do now exist, may exist or heretofore have existed with respect to those matters described herein. I expressly waive and relinquish any and all rights or benefits that I may now have, or in the future may have as to these matters released herein.

The participant recognises that there is risk involved in the types of activities offered by KONG AU. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless KONG AU, their principals, agents, employees, trainers, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by KONG AU, at the main building or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training by KONG AU.

By signing below, the undersigned also waives any and all rights he/she may have, independently or on my behalf, in connection with my image or likeness on such photograph(s) and Likeness Rights, and consents to, joins with and ratifies all grants of permission, waivers, discharges and releases set forth herein above.

I AGREE NOT TO BRING ANY CLAIM AGAINST RELEASEES, which claims concern in any way death, injury, damage, or loss of any type or nature, which arise out of, are related to, or are in any way connected with attending, participating in, volunteering at or spectating at CrossFit Activities, and/or which arise out of or are connected in any way with my use of, or my presence at the Facility(ies) at which (those) activities are held, whether injury, death or disability, loss or damage is caused in whole or in part by negligence, gross carelessness, or other acts or failure to act of those persons or entities.

I HEREBY AFFIRM AND ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT. I HEREBY AFFIRM AND ACKNOWLEDGE THAT I UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND THEREBY. IF I AM UNDER THE AGE OF EIGHTEEN YEARS, MY PARENT/GUARDIAN HAS READ AND COMPLETED THE BELOW AND SIGNED ON MY BEHALF.

PARENTAL CONSENT AND RELEASE

The undersigned parent/nature/legal guardian of

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("Participant/guardian") hereby executes the foregoing Waiver and Release on behalf of the minor named herein. I hereby bind myself; the minor named herein, his/her executor, administrators, heirs, successors, assigns, and next of kin, to the terms of this Waiver and Release. I represent that I have the legal capacity and authority to act for, or on behalf of, the minor named herein. I agree to indemnify and hold harmless the persons and entities named herein from any claims and liabilities, which may be assessed against them as a result of, or arising out of my legal capacity or my authority to act for and on behalf of the minor named herein in the execution of the Waiver and Release or my execution of the Waiver and Release.

☐ I agree to these terms.

Do you have any cardiovascular conditions or heart disease?

☐ Yes ☐ No

If yes please detail. If you have a pace maker please advise the Coach.

Do you have any history of diabetes in the family?

☐ Yes ☐ No

If yes please detail

Do you have Asthma?

☐ Yes ☐ No

Do you have any joint or back pain? Please detail.

Do you have any allergies?

☐ Yes ☐ No

Please detail?

Do you suffer from high blood pressure?

☐ Yes ☐ No

Do you take any medication? Please detail.

Are you a smoker?

☐ Yes ☐ No

Do you suffer from dizziness?

☐ Yes ☐ No

Is there any movements or exercises you cannot do?

Is there anything else your Coach should know about your ability to safely participate?

Sign your name below:

Please read the [Electronic Records and Signature Disclosure](#)

☐ I agree to use electronic records and signatures