

WAIVER OF LIABILITY



Assumption of risk, waiver and release of liability, and indemnity agreement

Declarations:

This Agreement is entered into between personal trainer IAN ORBAN ("Trainer") and the undersigned ("Client"). The provision of personal training services by Trainer to Client, and Client's use of any premises, facilities or equipment are contingent upon this Agreement.

Assumption of Risk:

You acknowledge that you do so at your own risk and assume responsibility for any injury and/or property damage you may sustain, whether or not you are exercising physically. This agreement extends to any physical activity you engage in, including personal training, as well as any time you enter our property or use any of the facilities or equipment there. This includes harm or loss incurred while on any property or while using any equipment, whether it was given to you by Trainer or not. It also includes harm or loss brought on by Trainer's negligence, whether active or passive, or that of any of Trainer's affiliates, employees, agents, representatives, successors, or assigns.

Your assumption of risk includes, but is not limited to, your use of any exercise equipment (mechanical or otherwise), sports fields, courts, or other areas, locker rooms, sidewalks, parking lots, stairs, pools, whirlpools, saunas, steam rooms, lobby or other general areas of any facilities, or any equipment. You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to weightlifting, walking, jogging, running, aerobic activities, aquatic activities, tennis, basketball, volleyball, racquetball, or any other sporting or recreational endeavor.

You accept all risks associated with participating in any activity, class, programme, instruction, or event, including but not limited to weightlifting, jogging, walking, aerobics, swimming, tennis, basketball, volleyball, racquetball, and other sports or leisure activities.

You acknowledge that you are engaging in the aforementioned activities on your own volition and freely assume all associated risks, including, without limitation, any loss or theft of any personal property, whether resulting from Trainer's negligence or otherwise.



Release:

I agree to assume full responsibility for any risks, injuries or damage known or unknown which I might incur as a result of participating in the program Such injuries may include, but are not limited to heart attacks, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, heat prostration, injuries to foot, or any other illness or soreness, including death.

This Waiver and release of liability includes, with out limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b)improper maintenance of any exercise equipment, premises or facilities, (c) negligence instruction or supervision, including personal training or classes, (d) slipping or tripping and falling of any portion of the premises where the HIIT E17 Classes take place, including injuries resulting from Luciann Webb negligent inspection or maintenance of the facility or premises.

Indemnification:

By execution of this agreement, you hereby agree to indemnify and hold harmless Trainer from any loss, liability, damage, or cost Trainer may incur due to the provision of personal training by Trainer to you.

Acknowledgments:

You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the Republic of South Africa and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

You acknowledge that Trainer offers a service to his/her clients encompassing the entire recreational and/or fitness spectrum. Trainer is not in the business of selling weightlifting equipment, exercise equipment, or other such products to the public, and the use of such items is incidental to the service provided by Trainer.

Client Print Name

Client Signature

Date

