



- *Natural Therapies*
- *Weight Loss Centre*
- *Private Gym*
- *Private Personal Training*

AGREEMENT AND RELEASE

In this agreement:

- a) Motivating Health or MH means Motv8 Pty Ltd or entity who may from time to time hold a proprietary interest in the business known as Motv8 Pty Ltd T/as Motivating Health ACN 105 698 959 ABN 36 105 698 959
- b) TMP means Treating Medical Practitioner, Physician, doctor, general practitioner or GP.

I wish to participate in the activities and programs of **Motivating Health**. I understand that:

- a) Portions of the exercise and training program may occur outdoors
- b) Portions of the exercise and training program may occur on (WBV) whole body vibration plate.
- c) Exercise carries some risk including, without limitation, risk to the musculoskeletal system and to the cardio respiratory system

In consideration of **Motivating Health** agreeing to provide training and fitness activities, fitness & health programs, weight loss programs online or otherwise, I release **Motivating Health**, its employees and representatives and owners from any and all responsibilities or liability from injuries, damages, loss or death resulting from or ancillary to my participation in any activities or my use of the facilities, equipment or programs. I agree that I participate in any or all activities at the premises of Motivating Health or run by Motivating Health at alternative premises or venues or online delivery at my own risk and responsibility, whether supervised by staff or during unstaffed hours.

I understand and am aware that strength, flexibility and aerobic exercise, including the use of equipment is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury or death, and that I am voluntarily participating in these activities and using equipment with knowledge of the dangers involved. I agree to expressly assume and accept any and all risk of injury or death.

I further declare myself to be physically sound and suffering from no condition, impairment, disease, or other illness that would prevent my participation in exercise programs or use of equipment.

I acknowledge that I have been informed of the need for the approval for my (TMP) for participation in an exercise, fitness activities, weight loss programs or the use of exercise equipment. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my (TMP) as to physical activity exercise and use of exercise and training equipment, so that I might have his/her recommendations concerning these fitness activities and equipment use.

I acknowledge that I have either had a physical examination and been given permission by my (TMP) to participate, or that I have decided to participate in the activity and use of the equipment without the approval of my physician and assume all responsibility for my participation in activities, and utilisation of equipment in my activities.

I acknowledge that I completely understand and accept that I have joined Motivating Health on the basis that it is an unsupervised and un-staffed gym or online content delivery service.

I understand that under no circumstances are members or visitors to bring children into the gym without the prior permission of Motivating Health. Motivating Health accepts no responsibility for the supervision and safety of any children when they are on the premises of Motivating Health either with or without the consent of Motivating Health. The cost of any damage caused to equipment or premises by children while on the premises either with or without consent of Motivating Health will be charged to the supervising parent or adult.

Finally, I acknowledge and agree that no warranties or representations have been made to me by any representative of **Motivating Health** regarding the results I will or may achieve from any program conducted by *them*. I understand that results are individual and may vary.

I acknowledge and agree that Motivating Health take no responsibility for the anatomical correctness of the exercises demonstrated. I also acknowledge that I will follow any weight loss programs under the supervision of my TMP.



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Notification to cease subscriptions can take up to 7 days to take effect. Cancellation requests should be emailed to lance@motv8.com.au and include Full Name, Email address and Member number.

I will not copy and redistribute the content of the Motivating Health online club/portal on to any medium - electronic or otherwise and understand to do so would infringe copyright laws of Australia.

By ticking the Terms & conditions box at the checkout I acknowledge that I have read and understand the conditions of use of all services.