

ACES WILD ATHLETICS

Health & Fitness Liability Waiver / Informed Consent Form and Cancellation policy

Assumption of Risk and Release of Liability

I, the participant specified below, have enrolled in the health and fitness program offered by Aces Wild Athletics. I recognise that the program may involve strenuous physical activity including, but not limited to, muscle strength and endurance training, cardiovascular conditioning and training, and other various fitness activities. I hereby affirm that I am in good physical condition and do not suffer from any known disability or condition which would prevent or limit my participation in this exercise program. I, the participant specified below, acknowledge that my enrollment and subsequent participation is purely voluntary and in no way mandated by Aces Wild Athletics. 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. I, the participant specified below, am aware that there are significant risks involved in all aspects of athletic activities and physical training. These risks include, but are not limited to: falls which can result in serious injury or death; injury or death due to negligence on the part of myself, my training partner, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). In consideration of my participation in this program, I hereby release Aces Wild Athletics and its principals, agents, employees, trainers, and volunteers from any claims, demands, and causes of action as a result of my voluntary participation and enrollment. I, the participant specified below, fully understand that I may injure myself as a result of my enrolment and subsequent participation in this program and I hereby release Aces Wild Athletics and its agents from any liability now or in the future for conditions or injuries that I may obtain. These conditions and injuries may include, but are not limited to, heart attacks, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, heat prostration, trauma, anxiety, fears, injuries to knees, injuries to back, injuries to foot, or any other illness or soreness that I may incur, including death.

Pregnant and/or Postnatal Clients

I, the participant specified below, have given my treating General Practitioner or Allied Health professional information about the class I wish to participate in and have provided their written consent to participate to Aces Wild Athletics.

I agree to keep my General Practitioner informed of the effects that this class has on my body, and consult him/her whenever necessary. I further understand that there is no requirement to perform all the class exercises and that I can withdraw from this class at any time. During class, I agree to limit my activity to that which is comfortable for me and to stop all activity immediately if I feel uncomfortable. Upon experiencing any discomfort at any time either during or after class, I will immediately contact my treating General Practitioner/ AHP to inform him/her and seek medical advice.

I, the participant specified below, fully understand that I may injure myself as a result of my enrolment and subsequent participation in this program and I hereby release Aces Wild Athletics and its agents from any liability now or in the future for conditions or injuries that I may obtain.

Emergency Medical Services

I, the participant specified below, give permission for Aces Wild Athletics staff and trainers to seek emergency medical services for me should I become injured or ill, with the understanding that I am responsible for any expense incurred. If I am signing on behalf of a minor child, I also give full permission for any person connected with Aces Wild Athletics to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well being of the child.

Indemnity

I, the participant specified below, accept financial responsibility for any injury that I may cause either to myself or to any other participant due to my negligence. I further agree to indemnify and hold harmless Aces Wild Athletics, 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 Aces Wild Athletics. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent and/or any area selected for training by Aces Wild Athletics. I accept responsibility for the risks associated with outdoor activities including but not limited to sunburn, overheating, sunstroke, dehydration, broken glass, allergies, animal/insect bites and stings and interpersonal verbal and physical violence.

Photography or Video

I, the participant specified below, acknowledge that I may be photographed or videotaped during training. I hereby consent to the use of these photographs and/or videos without compensation, on the Aces Wild Athletics website or in any editorial, promotional or advertising material produced and/or published by Aces Wild Athletics. Important Note: I am aware that this agreement is ongoing and will apply to all future occasions I participate in athletic activities and training with or at the direction of Aces Wild Athletics. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. I have read and understand the above statements. I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission.

Confidentiality

Anything that is said or revealed in the sessions between coach and client is privileged information and will not be disclosed to any outside party. The exception is if the information revealed includes disclosure of illegal, unethical or criminal activities.

Member Services and Policies

Cancellations: YOU MUST CANCEL CLASS 12 HOURS IN ADVANCE OR YOU WILL BE DEDUCTED THAT CLASS. This includes switching time slots under the 12-hour notice time period. You may cancel class through our online system or by calling, texting or emailing us directly.

Reservations: YOU MUST BE PHYSICALLY PRESENT 5 MINUTES PRIOR TO THE START OF YOUR SCHEDULED CLASS OR YOUR SPOT MAY BE GIVEN TO A WAITLISTED CLIENT.

Membership Packages: Members who purchase ANY membership package are subjected to a penalty charge for either a late cancel or an absence should they not cancel their reservation within the allotted 12-hour window.

Personal Belongings: You agree that Aces Wild Athletics is in no way responsible for the safekeeping of your personal belongings while you are present at the training location. You assume all risk of loss for any of your personal belongings.

Rules and Regulations

- You must be physically present and checked in 5 minutes prior to the start of class or your spot may be released to a waitlisted client. No exceptions.
- Reserved classes must be changed or canceled within 12 hours of scheduled time or they will be forfeited.
- Membership packages are subject to a penalty fee for a late cancel or absence.
- If recovering from injury or illness, notify the instructor prior to class start time.
- Termination of this agreement may occur at the discretion of the coach when an impasse is reached with a client. As long as the client adheres to the Coaching Success Guidelines and the coach adheres to professional practices and standards, the relationship will continue. The goal is to better your fitness so all efforts will be made towards that end.

Refund Policy

Classes:

All classes and membership packages are non-refundable. No exceptions.

Memberships:

All classes and membership packages are non-refundable. No exceptions.