

# LIABILITY RELEASE FORM

## WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

### Definitions

In this agreement

- a) the term "THE OPERATORS" shall mean Evo Fitness Ltd.
- b) the term "fitness classes" shall apply both to all forms of exercise.

### ASSUMPTION OF RISKS

I understand that the fitness classes that I am taking part in has inherent risks of injury and dangers and holds a risk (however small) of serious injury or possible death. I realise that it is my responsibility to make The Operators staff aware of any medical conditions that I may have, and any medication I may need. I am also aware that I must comply with staff instructions for my own safety and smooth running of my classes. I will also disclose any discomfort I feel within the environment or during training and inform The Operators staff of any desire I may have to omit or discontinue with any aspect of the class or activity. The Operators also reserves the right to refuse participation to clients that they believe to be in any way not fit to participate in a particular activity, and in such circumstances no refunds shall be given.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH FITNESS CLASSES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT.**

In consideration of THE OPERATORS allowing me to participate in fitness classes, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE OPERATORS and their directors, officers, employees, guides, agents and representatives, (all of whom are hereinafter collectively referred to as "THE RELEASEES") arising out of any aspect of my participation in fitness classes
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in fitness classes, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF RELEASEES; AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS DANGERS AND HAZARDS OF FITNESS CLASSES REFERRED TO ABOVE;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party, resulting from my participation in fitness classes; and
4. That this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death. This agreement will be governed by and interpreted in accordance what the laws of England and Wales and any litigation involving parties to the Agreement shall be brought within the courts of England and Wales. In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of fitness classes, other than what is set forth in this Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

**Print name:** ..... **Date:** .....

**Sign name:** .....



**Boot Camp.**



## Boot Camp.

### BOOT CAMP 2008

#### Evo Fitness Ltd

Kensington House, 51 Bond Street, Chelmsford, Essex CM1 1GD

Telephone: 07739 098790 | Email: glynn@evofitness.co.uk

Website: www.evofitness.co.uk

# Pre activity questionnaire/Lifestyle consultation

## 1.0 Personal Details

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1.1 Name:

1.2 Age:

1.3 Date of birth:

1.4 Weight [If known]

1.5 Height [If known]

1.6 Contact info

1.6 (a) Home Tel:

1.6 (b) Mobile:

1.6 (c) Email:

1.7 Address:

Postcode:

### Fancy Boot Camp?

Sometimes we make you lug these  
around a field!



\*please circle as appropriate

Yes

No

2.

\*[If you answer yes to any of the following questions please give full details]

## 2.0 Contra Indications/Medical History

2.1 Do you have any medical considerations that we should be made aware of?

2.2 Has your doctor ever said you have a heart condition and that you should only do physical activity recommended by a doctor? **Yes** | **No**

2.3 When you undertake moderate physical activity do you ever feel chest pain? **Yes** | **No**

2.4 you ever experience loss of balance due to dizziness or lose consciousness? **Yes** | **No**

2.5 Do you suffer from high blood pressure? **Yes** | **No**

2.6 Do you have a family history of?

(i) Heart or coronary heart disease: **Yes** | **No**

(ii) Stroke: **Yes** | **No**

2.7 Do you suffer from any of the following?

(i) Back pain/sciatica **Yes** | **No**

(ii) Lack of joint mobility or joint problems: **Yes** | **No**

(iii) Osteoarthritis/ Arthritis: **Yes** | **No**

2.8 Have you ever undertaken major surgery or surgery of any kind? **Yes** | **No**

2.9 Have you broken or fractured any bones before? **Yes** | **No**

2.10 Do you ever experience shortness of breath with mild exertion? **Yes** | **No**

2.11 Are you currently taking any medication that we should be made aware of? **Yes** | **No**

2.12 Are you currently a regular smoker? **Yes** | **No**

\*please circle as appropriate

Yes

No

3.

\*[If you answer yes to any of the following questions please give full details]

## 2.0 Contra Indications/Medical History Continued.....

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2.13 Do you or have you in the past been a sufferer of asthma?

2.14 Are you currently diabetic? If so please give specific details:

Yes

No

2.15 Are you currently suffering from an under active or overactive thyroid?

Yes

No

2.16 Are you or any of your immediate family epileptic?

Yes

No

2.17 Are you currently pregnant or have you given birth in the last six weeks?

Yes

No

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DISCLAIMER - EVO FITNESS LTD HOLDS NO RESONSIBILITY OVER YOUR PERSONAL BELONGINGS I HAVE UNDERSTOOD ALL OF THE ABOVE AND COMPLETED THIS QUESTIONNAIRE TO THE BEST OF MY KNOWLEDGE

Name:

Signature

Date:

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[TERMS]

NOTE\* - PLEASE MAKE ALL CHEQUES PAYABLE TO EVO FITNESS LTD

**Evo Fitness Ltd**

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