DECLARATION

I ……..……. *[insert name]*

of ……..……..…… *[insert address]*

acknowledge and agree that:

WARNING

When engaging in recreational physical / fitness classes accidents can happen which may result in me being injured. I declare that I have voluntarily read and understood this Warning, Exclusion of Liability and Release and Indemnity and accept and assume the risk of injury from participating in recreational physical / fitness classes, including acting, dance, singing, musical theatre, song & dance, stretching, pilates, and participating in any other activity carried on by The Performance Studio or its professionals.

EXCLUSION OF LIABILITY

Except to the extent that terms are implied into a contract for the sale of goods and services by the *Trade Practices Act 1974* (Cth) or other legislation, and cannot by contract be excluded, I agree that in consideration of being allowed to participate in recreational physical / fitness activities of The Performance Studio that The Performance Studio, and its directors, tutors, fitness professionals, employees, agents or contractors are absolved from all liability however arising from any injury or damage however caused due to any act of negligence to the fullest extent permitted by law (other than gross negligence), breach of duty, default and / or omission on the part of The Performance Studio.

RELEASE AND INDEMNITY

In consideration of The Performance Studio enrolling me in any of their courses, I:

1. Release and forever discharge The Performance Studio from all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses however arising that I may have or may have had but for this release arising from or in connection with my involvement in recreational physical / fitness activities of The Performance Studio; and 2. Indemnify The Performance Studio to the extent permitted under the *Trade Practices Act* 1974 (Cth) or otherwise by law in respect of any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses, arising as a result of or in connection with my involvement in recreational physical / fitness activities of The Performance Studio whether caused or contributed to, directly or indirectly, by any act of negligence to the fullest extent permitted by law (other than gross negligence), breach of duty, default and / or omission on the part of The Performance Studio.

FITNESS TO PARTICIPATE

I declare that I am medically and physically fit and free from impairment and able to participate in the recreational physical / fitness activities.

I HAVE READ, UNDERSTOOD, AGREE WITH AND ACKNOWLEDGE BY SIGNING, THE ABOVE WARNING, EXCLUSION OF LIABILITY AND RELEASE & INDEMNITY AND I ASSUME WITH FULL KNOWLEDGE THE DANGERS IN MY PARTICIPATION IN RECREATIONAL PHYSICAL / FITNESS ACTIVITIES AND DO SO AT MY OWN RISK.

Participant's Signature ……..

Participant's Name …….…… Date …….. / …….. / ……..