



## **Thrive Swindon Liability Waiver**

### **Informed Consent**

I understand that I will be taking part in a range of physical training challenges in my endeavors with a trainer / teacher and I also accept that the responsibility is mine. I understand the risks and the benefits. I also acknowledge that the training party has informed me of the fact they will take measurements and sensitive information and will treat this with respect in accordance to the Data Protection guidelines.

### **Health and Medical Concerns**

Thrive Swindon includes information and instruction relating to exercise and fitness. You acknowledge and agree that the following warnings and disclaimers shall apply to all such information, instruction and services.

Before participating in any exercise program or using any fitness products or services that may be described and/or made accessible in or through Thrive Swindon, we strongly recommend that you consult with a physician or other healthcare provider. Thrive Swindon, its staff and the content-providers are not licensed medical care providers, are not rendering personal medical advice or treatment, and have no expertise in advising on, diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a known or unknown medical condition.

Thrive Swindon services are not intended to be a substitute for professional medical advice, diagnosis, or treatment. You acknowledge and agree that when participating in any exercise or exercise program, and/or when using any fitness products or services, there is the possibility of physical injury and/or death, and you assume the risk and responsibility for any such results.

You should never disregard medical advice or delay seeking it because of a statement you have read

on the Website and/or the Services. Thrive Swindon should not be used in lieu of advice given by qualified medical professionals such as your doctor or registered dietitian. It is important that Thrive Swindon services are used only in conjunction with qualified medical guidance.

If you know or suspect that you may be pregnant, have an eating disorder, have diabetes, or have any other physical or medical condition, it is imperative that you seek the advice of your doctor prior to using the Website and/or the Services.

In addition to consulting with your doctor before beginning an exercise or dietary program, keep the following checklist in mind when developing your program in conjunction with your health care provider. Bear in mind that this checklist is not exhaustive and does not take the place of a consultation with your healthcare provider.

After exercise do you frequently experience chest pains?

Do you get dizzy when you exercise?

Are you breathless after exercising?

Do you take medication for high blood pressure?

Do you have joint problems?

Do you have a medical condition, which might need special attention when exercising, for example diabetes?

Have you been physically active in the past?

Do you have a heart condition that requires supervised physical activity?

**It is your responsibility to advise the Trainer of any health conditions or injuries prior to training.**

### **Acknowledgment**

I am aware that participation in the class, workshop, event, or activity may be hazardous. I acknowledge that a certain minimum level of physical health, strength, fitness, and flexibility will be required.

I represent that I possess the level of health, strength, fitness, and flexibility necessary to participate in these activities.

I understand and acknowledge that in the context of a class, teachers may physically adjust and correct the student and should I not wish this to happen, it is my responsibility to notify the teacher at the start of the class.

I am voluntarily participating in these activities with knowledge of the risks of injury. I assume all responsibility and liability for any and all injuries I may sustain due to my participation in these activities. Furthermore, I hereby confirm that I am voluntarily engaging in an acceptable level of exercise, which has been recommended to me.

### **Release**

In consideration for being permitted to participate in the class, workshop, event, or activity, I agree that I, my heirs, assignees, guardians, and legal representatives will not make any claim against, sue, or attach the property of, any of the hosts, instructors, organisers, or participants in the class, workshop, event, or activity including but not limited to Thrive Swindon for injury or damage resulting from my participation in such class, workshop, event, or activity.

I release all such hosts, instructors, organisers, and participants, their agents and heirs, from any and all actions, causes of action, lawsuits, claims, or demands that I, my assignees, heirs, guardians, and legal representatives now have or hereafter may have for any and all injury, illness, loss of or damage to property associated with my participation in the class, workshop, event, or activity.

I have carefully read this agreement and fully understand its contents. I am aware and agree that it is a complete release of liability for any injuries or damages I may sustain due to classes, workshops, events, and activities with Thrive Fitness and all such hosts, instructors, organisers, and participants.

### **Email Notifications**

By entering into this agreement, I agree to receive email notifications confirming information on my purchases, bookings, class reminders, pass expirations and cancellations. I agree to be added to the mailing list, unless explicitly stating to opt out.

### **Photography/Filming**

Thrive Swindon reserves the right to photograph or film during our classes and to use these images for our website and marketing purposes. By entering into this agreement I agree that it is my responsibility to make myself known should I not wish to be photographed or filmed. Under 18s If the account is for a person under the age of 18, I confirm that the contact details given here are for someone over 18.