

Fitness Liability Waiver

I am voluntarily participating in physical exercise that can be strenuous and subject to risk of serious injury during training. Place Management NSW and Jacqui Jarrett (Nura Yoga) urges you to obtain a physical examination from a doctor before beginning any exercise or training program. You agree that by participating in these physical exercise sessions or personal training activities, is at your own risk. I recognise that exercise is not without some risk to the musculoskeletal system (e.g. sprain, strain) and cardiorespiratory system (e.g. dizziness, fainting, abnormal heartbeat, discomfort in breathing, abnormal blood pressure response, and in rare instances, heart attack or stroke). I acknowledge that not all risks can be known in advance.

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity.

I HEREBY release and forever discharge Place Management NSW and Jacqui Jarrett (Nura Yoga), their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorise Place Management NSW and Jacqui Jarrett to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel.

I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. In the event that any damage to equipment, field or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness. Both participant and Place Management NSW and Jacqui Jarrett agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted altering or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

By checking the box, I consent and agree to the use of any photographic or video image of myself or my children, taken by an authorised photographer or videographer of Place Management NSW, in their advertising and promotional materials, both printed and electronic, for all future purposes of promoting and publicising Barangaroo.