

Waiver and Release Form

*Please read the following terms carefully. By participating in any class provided by Nicole Calvino ABN: 453 244 238 99 (the **Instructor**) you consent to, and agree to release the Instructor from liability according to, these terms. Unless the Instructor notifies you otherwise, this waiver and release will apply to all classes undertaken by you with the Instructor.*

You acknowledge that:

- you are over 18 years of age; or if younger have the express permission from a legal guardian.
- you understand that the classes are a form of physical activity and that there are inherent risks in undertaking any form of physical exercise;
- if you have conditions or injuries and you are unsure if you should be participating in physical activity you have sought clearance from your medical doctor before practicing any of the online content
- you understand that online content is for general purposes only and individual classes can not be tailored to suit specific conditions
- you have disclosed, or will disclose to the Instructor prior to the class commencing, any pre-existing conditions that may place you at a higher risk of injury or inhibit your ability to participate in a class, this includes, but is not limited to:
 - o injuries, pain or recent surgery;
 - o pregnancy or if you have recently given birth; or
 - o respiratory or heart conditions or high blood pressure.
- if you experience any pain throughout the class and will immediately stop participating in the class
- recommendations or instruction provided by the Instructor may not be tailored for your particular skill or ability level and it is your responsibility to assess whether you are able or want to participate in all or part of a class;
- you are solely responsible for ensuring that your physical environment is suitable for your participation in any class; and
- classes may be recorded for by the Instructor for quality control, as well as promotional purposes. If you do not consent to the Instructor using video or still images taken during the class for promotional purposes, please notify the Instructor in writing.

To the extent permitted at law, you release and hold the Instructor (and where applicable its, directors, employees and representatives) harmless from any liability, cost, expense, damages or claims (including claims of negligence) arising from or which may be suffered or incurred in connection with your participation in any classes provided by the Instructor.