

ACKNOWLEDGEMENT RELEASE AND ASSUMPTION OF RISK.

WARNING : THIS IS AN IMPORTANT DOCUMENT WHICH MAY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. READ IT CAREFULLY AND DO NOT SUBMIT IT UNLESS YOU ARE SATISFIED THAT YOU UNDERSTAND IT. IF YOU HAVE ANY QUESTIONS PLEASE ASK OUR REPRESENTATIVE.

Simons Family Pty Ltd as Trustee for the Simons Family Trust trading as Dedicated to Fitness of 21 Bradwardine Rd Bathurst NSW 2795, referred to in this document as D2F.

This is a private Club and Membership and access is granted upon the agreement that all Members and Casual visitors will follow these conditions.

Membership is at the discretion of D2F. Failure to observe the Conditions Of Entry could result in cancellation of your Membership without refund.

- Photography or video recording of any kind is prohibited, unless written consent is evident and produced to D2f prior to photo/video for all being included.
- Do not place disposable nappies in ANY rubbish bin inside the building. Use the bins out side.
- There ARE NO LIFEGUARDS present IN THE POOL OR SPA AREA and ALL children MUST be supervised and accompanied at all times by a competent adult.
- CHILDREN under 16 years old are not permitted in the SPA unless accompanied in the SPA by a responsible adult.
- NO RUNNING in the Gym Area or THE POOL.
- NO DIVING OR JUMPING INTO THE POOL UNLESS UNDER DIRECT INSTRUCTION BY AN AUTHORISED SWIM SCHOOL TEACHER DURING A PROGRAMMED CLASS.
- GOGGLES and CAPS are recommended to be worn while swimming
- Pool and Spa water may cause swimwear to fade. D2f is not responsible for faded swim wear.
- Remove ALL jewellery before entering the pool, Pool and Spa water will degrade metal jewellery.
- d2f recommend ALL swimmers shower before and after swimming.
- You MUST watch your children BEFORE AND AFTER lessons
- Please vacate the POOL and pool room promptly after lessons to allow the following lesson to proceed uninterrupted.
- ALL swimmers MUST dry off before leaving the POOL room.
- ALL swimmers MUST go to the toilet before Learn To Swim Lessons.
- ALL BABIES MUST WEAR A SWIM NAPPY. Faecal matter in the pool will force the pool to be closed.
- Anti social behaviour will not be accepted and you may be asked to leave.
- Memberships are not transferable.
- If the Learn to Swim Member is unable to attend a lesson please notify d2f in advance, to receive a make up lesson for the missed lesson. You will need to reschedule a lesson WITHIN THE CURRENT TERM or AT THE LATEST during intensives over the following School Holidays. Credit lesson will not be carried forward into next term with out expressed approval from d2f.

In general I understand that D2f is not able to provide me medical advise in regard to any medical condition and that information provided by the Member or on behalf of the Member will be used as a guideline into the limitations of his/her ability to participate in the Lesson.

Any person with a pre existing medical condition for males over the age of 35 and females over the age of 45, have a full medical assessment by a Doctor prior to commencing any exercise program. I will not hold liable d2f for any injury or loss that may occur whilst I am on the premises or training with or with out instruction from an employee of D2F.

I acknowledge that the activity I or my children/child of chidden in my care are to undertake is or maybe a dangerous activity and by participating in it I am exposed to certain risk.

I ACKNOWLEDGE AND UNDERSTAND that whilst participating in such activities at d2f:

- I or my child/children may be injured physically or mentally or may die.
- My or my child/children's personal property may be lost or damaged.
- Other persons participating in activities may cause me or my child/children to be injured or damage my property
- I or my child/children may cause injury to other people or cause damage to their property.
- THE CONDITIONS IN WHICH THE ACTIVITY IS CONDUCTED MAY VARY WITHOUT WARNING
- There may be no or inadequate facilities for treatment or transfer of me if I or my child/children are injured.
- I understand that an Ambulance will be called if there is any doubt as to my condition and I will assume all costs associated with the Ambulance and subsequent Medical treatment.
- I assume all risk on behalf of myself, my child/children and the responsibility for any injury I sustain or inflict, death or property damage resulting from my/our actions.
- I agree to abide by these Conditions of Entry, and follow instructions and all reasonable requests given by D2F and it's employees.