

ACTN3 LIMITED – PARTICIPANT WAIVER & RELEASE OF LIABILITY

This is a legal document that affects your rights. Please read carefully.

1. Definitions

“**Trainer**” refers to ACTN3 Limited, including (but not limited to) its subcontractors, employees, advisors, agents, and any other individuals or entities acting on its behalf.

“**Activity**” refers to participation in personal and/or group strength, fitness, and conditioning training, general wellness advice, events, performance testing, biometric analysis, and the use of digital services or content provided by the Trainer.

2. Acknowledgement of Risk

I acknowledge and agree that:

- Participation in the Activity involves inherent risks, including but not limited to: overexertion, dehydration, misuse or failure of equipment, slips or falls, environmental hazards, injuries from other participants, or the exacerbation of pre-existing health conditions.
 - These risks may result in serious injury, illness, permanent disability, or death.
 - I voluntarily choose to participate in the Activity entirely at my own risk.
-

3. Release and Indemnity

I hereby:

- **Release, waive, and discharge** the Trainer and all associated parties (including employees, contractors, sponsors, affiliates, and promoters) from any and all liability, claims, demands, or causes of action that may arise from or relate to my participation in the Activity.
 - **Indemnify and hold harmless** the Trainer and associated parties against any claims, liabilities, damages, costs, or expenses (including legal fees) resulting from my participation.
 - Acknowledge that this waiver applies **even if injury or loss is caused by negligence**, except in cases of gross negligence or intentional misconduct.
-

4. Medical Fitness to Participate

I confirm that:

- I am physically fit and medically able to participate in the Activity.
 - I have not been advised by a medical professional to avoid physical activity.
 - I will inform the Trainer immediately if any condition arises that may affect my ability to safely participate.
 - By continuing to participate, I accept the associated risks, even in light of any medical concerns.
-

5. Legal Capacity & Age

- I certify that I am **18 years of age or older** and fully understand this Agreement.

If signing on behalf of a minor:

- I am the parent or legal guardian of the participant.
 - I agree to the terms of this Agreement **for myself and on behalf of the minor**.
 - I agree to indemnify the Trainer and all associated parties in accordance with this waiver.
-

6. Online Coaching & Digital Content

I understand that:

- The Trainer may provide training programs, coaching, and support through digital platforms (e.g., mobile apps, email, websites).
 - Remote coaching is conducted **without direct supervision**, and I am solely responsible for:
 - Using correct form and technique;
 - Exercising within my physical and medical limits;
 - Ensuring a safe training environment.
 - Digital content is **general in nature** and does not replace medical advice or in-person supervision.
 - I accept full responsibility for any injuries or outcomes from the use (or misuse) of digital content.
-

7. Events, Competitions & Performance Testing

I understand that:

- Participation in events, competitions, or performance testing may involve **high-intensity or maximal effort**.
- These activities carry increased risk of injury or fatigue.
- I am responsible for ensuring I am fit to participate.
- I accept all associated risks and waive all claims as outlined in this agreement.

8. Biometric Data Collection & Analysis

I acknowledge that:

- The Trainer may collect biometric data (e.g., body composition, performance metrics, movement assessments).
- This data is intended for **educational and tracking purposes only** and does not constitute medical advice.
- I consent to the collection and use of such data and waive any claims regarding its use, accuracy, or interpretation, unless otherwise required by law.

9. Media Release – Photography & Videography

I grant ACTN3 Limited the right to:

- Photograph, film, or record me during any Activity (including training, events, and online sessions).
- Use my image, voice, and likeness in promotional, educational, or commercial materials.
- Edit, reproduce, and distribute this content globally, in perpetuity, and without compensation.

Note: If I wish to opt out of being recorded, I will submit a written request before the session. However, I understand that opt-out does **not guarantee full exclusion**, especially in group settings.

10. Signature & Consent

By signing below, I confirm that:

- I have read and understood this waiver in full.
- I voluntarily agree to its terms.
- This agreement applies to **all current and future participation** in ACTN3 activities.

11. Communicable Disease Disclaimer

I acknowledge that:

- Participation in in-person activities may involve exposure to illnesses (e.g., COVID-19 or other viruses).
- I accept the risk of exposure and agree to follow all relevant safety protocols.
- I waive any claims arising from illness contracted as a result of participation.

12. No Guarantee of Results

I understand that:

- Fitness and performance results vary individually based on effort, consistency, nutrition, pre-existing conditions, and other factors.
- The Trainer **does not guarantee** specific outcomes or results.

13. Termination of Access / Misconduct Policy

I understand that:

- The Trainer reserves the right to **terminate access** to services or events in cases of misconduct, unsafe behavior, harassment, or non-compliance with program rules — without refund.
- Respectful, responsible behavior is expected in all settings (digital and in-person).

14. Data Privacy & Confidentiality

I consent to the collection and storage of my personal and health-related information for the purpose of providing fitness services. ACTN3 agrees to:

- Handle all data in accordance with applicable privacy laws.
- Never share my data without my consent, **unless legally required**.

15. Governing Law & Dispute Resolution

This agreement is governed by the laws of **New Zealand**. Any disputes shall be resolved under the exclusive jurisdiction of New Zealand courts.

Full name: _____

Date: _____

Signature: _____