



## **IMPORTANT**

This is an important document, which affects your legal rights and obligations. Please read it carefully and do not sign it unless you understand it and agree to it. If you have any questions, please ask.

### **Acknowledgement of Risks, Injury and Obligations**

I acknowledge that the activities I am to undertake have potential dangers and by participating in them, I am exposed to certain risks. I acknowledge and understand that as a result of participating in any such activities:

I may be injured, physically or mentally. Any physical conditions I may have, of which I may or may not be aware, of which I may or may not have disclosed to Athleaders Global LLC FZ (herein referred to as ATHLEADERS), its staff or representatives (herein referred to as the provider), may be aggravated or worsened by my participation.

My personal property may be lost or damaged.

Individuals may cause injury to others and/or damage their property.

The conditions in which activities are conducted may vary without warning.

There may be no or inadequate facilities for treatment or transport for me if I am injured.

I assume the risk of, and the responsibility for any injury, illness, death or property resulting from my participation in any activities.

### **Release and Indemnity to ATHLEADERS**

In consideration of the acceptance of my payment (or guest status) for participating in any activity (and except to the extent that ATHLEADERS may be precluded by statute) I agree to release and indemnify ATHLEADERS and staff as follows:

I acknowledge that I participate at my own risk and responsibility and agree to release, indemnify, and exempt ATHLEADERS from any claims, liabilities, or damages related to my participation, its servants and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of arising out of any injury, loss, damage or death caused to me or my property arising out of my participation in any activities.

I also agree that in the event that I am injured, or my property is lost or damaged, I will bring no claim, legal or otherwise, against ATHLEADERS or its servants and agents, in respect of that injury, loss or damage. Before signing this document, I have read and understood it and know how it affects my legal rights.

## **Payment**

Payment is to be made in advance for personal training, group sessions and all other forms of coaching. Payment has to be made in full prior to the start of your package and/or renewal. ATHLEADERS reserves the right to cancel and/or postpone sessions if payment has not been received in advance or by the date agreed.

I agree that it is up to ATHLEADERS discretion to reinstate any cancelled services/goods.

## **Usage Policy**

Upon purchasing a package, please be aware that the validity of such sessions is for the time specified at the time of purchase. If you are unable to complete all sessions in the time specified, you will forfeit your right to utilise those sessions.

## **Refunds**

ATHLEADERS will not refund fees. We can offer credit between our service lines.

## **Cancellation Policy**

Helping you achieve your targets is very important to us. Changes in your training schedule disrupt routines which are vital for you to achieve your results. ATHLEADERS implements the following limits to ensure you reach your goals. Only with discipline and consistent attendance will you achieve your targets.

I agree that ATHLEADERS has the right to charge me for any booked session (individual, group etc.) that is cancelled with 12 hours' notice or less. This applies to sessions that I fail to attend which I have not cancelled.

I agree that all cancellations irrespective of the notice period will have to be made in writing. I agree that I will be charged for sessions that are cancelled on short notice (12 hours' notice or less) unless a medical certificate is provided.

I agree that if I do not attend sessions that are booked or fail to contact my trainer for an extended period of time (duration is at ATHLEADERS discretion), ATHLEADERS has the right to allocate my trainer elsewhere. I may also lose my preferred time slots and will have to wait until another trainer becomes available. Extensions to my expiry date for the package I have purchased will be at ATHLEADERS discretion. Refunds will not be made.

I agree that there will be an upfront 1-time non-refundable payment to be made for certain courses. These are courses that have a specific start and end date to them. These are most often private group classes, not bootcamps or personal training. The payment structure for these courses will be outlined prior to the start of the course. I understand that refunds or rescheduling will not be possible for these courses.

## **Choice of coach**

You have the right to change your coach at any time. You may switch between trainers either on the same level as you have trained with previously, or a lower grade trainer. An additional fee may be required if you are switching to a trainer of a higher grade.

## **Data - Notification and Consent**

I understand all photographs taken of our sessions, trainers and other providers, clients, facilities and representatives can be collected, used and disclosed by ATHLEADERS for promotion, advertising and sales in all types of media as they see fit. Credit will always be given where possible but permission to use images with or without credit is granted.

I agree that ATHLEADERS may collect, use and disclose my personal data, which I have provided in this form in accordance with the Personal Data Protection Law 2022.

I expressly give consent to ATHLEADERS to store data relating to me, my condition and treatment electronically.

Medical and treatment notes will remain confidential between me and my coach. I give consent for my coach to share a summary of my condition with other coaches involved in my care. I retain the right to confidentiality and will expressly notify the individual concerned if I wish for some data to remain confidential. I hereby affirm consent and agreement to the above statements set forth in this form and agree to partake in the service(s) and/or program purchased with ATHLEADERS by my own free will.

## **Healthcare**

Should there be a change in my condition, medication or supplementation, I will notify the coach at the earliest opportunity.

I understand that ATHLEADERS nutritionists and nutrition coaches do not dispense medical advice, nor prescribe any medical treatment and that methods of nutritional evaluation or testing made available to me are not intended to diagnose disease. Rather, these assessments are intended as a guide to enhancing my nutritional health and supporting the achievement of my fitness and health goals.

I understand that as part of the nutritional counselling services, I may be asked to provide information concerning my physical habits, medical history, moods, energy levels, likes and dislikes, lifestyle and diet.

This information is collected to enable the coach to: (i) assess my knowledge of nutrition, (ii) educate me about the benefits of sound nutritional practices and (iii) recommend dietary changes to improve my general health, vitality and overall well-being.

I understand that treatment may involve a range of therapeutic (with physical contact) and exercise interventions.

I understand that I may be expected to remove certain articles of clothing to allow for a detailed musculoskeletal or body composition assessment. The client is entitled to bring a chaperone if they wish to.

I understand that all assessments/treatments along with their associated benefits and risks will be explained to me and I expressly give my consent for these to be provided [Please note that minors must be consented by their parent/guardian].

I understand that I may withdraw my consent at any time.

I acknowledge that it is my responsibility to check my medical insurance coverage and that ATHLEADERS has no liability for costs not reimbursed by my insurance company for any service rendered.

I understand that Health and Performance Screening related data will influence my management plan and I consent for this to be hosted on my profile on the ATHLEADERS platform and shared amongst

all coaches that are involved in my care. I understand that it is not possible to determine in advance how I will progress when starting a program. It is sometimes necessary to adjust my program as a result and it is important that I stay in contact with my ATHLEADERS coach regarding my progress and any concerns or questions I have in order to proceed with the best course of action. I acknowledge and understand that no warranties or representations have been made to me regarding the results I will achieve from this program. I understand that results are individual and may vary.

In addition, I agree that all of the information I receive from my ATHLEADERS coach is for my personal use and may be shared only with my immediate family and healthcare team. No part of this information may be reproduced, stored in or introduced into a retrieval system, or transmitted, in any form or by any means including, but not limited to, electronic, mechanical, photocopy, recording without the prior written permission of ATHLEADERS. I also agree that I will not participate in or encourage electronic piracy of copyrightable materials.

If you are a legal guardian or parent of a minor (any individual below the age of 18), you agree on behalf of the minor to the following Terms & Conditions. You also agree to hold ATHLEADERS harmless if the said minor breaches any of the Terms & Conditions listed. If you are below the age of 18, you agree that you have received the permission of your parent/guardian prior to purchasing & using our services.

ATHLEADERS may, at any time, and at our sole discretion, modify these Terms and Conditions of Use, including our Privacy Policy, with or without notice to the User. Any such modification will be effective immediately upon public posting. Your continued use of our Service and this Site following any such modification constitutes your acceptance of these modified Terms.