

Flux Movement Pty Ltd trading as Newcastle Parkour – Waiver and release of liability

In consideration of engaging the services of Flux Movement Pty Ltd trading as Newcastle Parkour, their agents, owners, officers, directors, representatives, assigns, affiliates, volunteers, participants, employees, insurers, and all other persons or entities acting in any capacity on their behalf, (herein after collectively referred to as “Newcastle Parkour”), I on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, estate, and insurers, agree as follows:

____ (Initial here) I fully understand and acknowledge that parkour has inherent risks, dangers, and hazards, and such exists in my participation in this activity; I acknowledge that my participation in Newcastle Parkour classes, games or activities entails known and unanticipated risks that could result in physical or emotional injury including, but not limited to broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury or property damage to myself my child(ren), or to third parties. I fully understand that Newcastle Parkour does not condone the irresponsible use of parkour or related disciplines in dangerous or illegal activities. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I expressly agree and promise to accept and assume all of the risks existing in this activity. I understand that I am responsible for informing instructors of any pre-existing medical conditions or injuries that may affect my and/or my child(ren)'s ability to participate in training. I understand that if during the course of training I and/or my child(ren) develop any medical conditions or injuries that I will inform instructors. My and/or my child(ren)'s participation in this activity is purely voluntary and I elect to participate, or allow my children to participate in spite of the risks. If I and/or my child(ren) are injured, I acknowledge that I or my child(ren) may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense. I UNDERSTAND AND AGREE THAT ALL MEDICAL EXPENSES INCURRED WILL BE MY OWN RESPONSIBILITY IF I AND/OR MY CHILD ARE INJURED UNLESS SUCH INJURY WAS CAUSED BY GREATER THAN ORDINARY NEGLIGENCE OF Newcastle Parkour. I agree to indemnify Newcastle Parkour against and save it harm from any and all damages, actions, claims, judgments, cost of litigation and attorney fees which may result from the Participant's use of, or presence upon, the property or facilities of Newcastle Parkour including damage to the equipment of Newcastle Parkour and owner's property. I also understand that there may be no or inadequate facilities for treatment or transport of the Participant if they are injured. I hereby authorize the staff at Newcastle Parkour to act for me according to their best judgment in any emergency requiring medical attention. I certify to Newcastle Parkour that I have no physical conditions or mental impairment that would be affected by the participation in the activities of Newcastle Parkour. I acknowledge that I and/or my child(ren) may suffer injury whilst merely observing or being in proximity to the site where the selected activities are being carried out. In consideration of Newcastle Parkour allowing my participation in classes games or activities, I for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or assigns, do agree to hold harmless, release and discharge Newcastle Parkour of and from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Newcastle Parkour's ordinary negligence: and I, for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or any assigns, further agree that except in the event of Newcastle Parkour's gross negligence and wilful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against Newcastle Parkour for any economic and non-economic losses due to bodily injury, death, property damage sustained by me and/or my minor child(ren) that are in any way associated with Newcastle Parkour classes, games or activities. Should Newcastle Parkour or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I for myself and on behalf of my child(ren), and/or legal ward, heirs, administrators, personal representatives or assigns, agree to indemnify and hold them harmless for all such fees and costs.

____ (Initial here) I certify that I and/or my children are physically able to participate in all activities at the Location without aid or assistance. I further certify that I am willing to assume the risk of any medical or physical condition that I and/or my children may have. I agree to follow the instructions of Newcastle Parkour. In addition, I and/or my children may be further exposed to risk of injury, loss or damage. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. If there are any disputes regarding this agreement, I on behalf of myself and/or my child(ren) hereby waive any right I and/or my child(ren) may have to a trial and agree that such dispute shall be brought within one year of the incident and will be determined by binding arbitration before a Nationally Accredited Mediator. I further agree that the arbitration will take place solely in the state of New South Wales and that the substantive law of New South Wales shall apply.

I further grant Newcastle Parkour the right, without reservation or limitation, to photograph, videotape, and/or record me and/or my child(ren) and to use my or my child(ren)'s name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials.

By signing this document, I acknowledge on behalf of myself and the participants listed in this Agreement (collectively, “Participant”) that if any Participant is hurt or property is damaged during the Participant's participation in this activity, pursuant to this Agreement, the Participant has waived the right to maintain a lawsuit against Newcastle Parkour on the basis of any claim from which the Participant has released Newcastle Parkour herein. I further acknowledge that I have had sufficient opportunity to read this entire document. I understand this Agreement and I, on behalf of myself and the participants listed in the Agreement, voluntarily agree to be bound by its terms. I agree that this Agreement shall apply to all my current and future participation in any and all Newcastle Parkour activities and programs, including and not limited to Parkour classes, Boot camp, Open Sessions or any activities directed by any representative of Newcastle Parkour.

I further certify that I am the parent or legal guardian of the child(ren) listed on this Agreement or that I have been granted power of attorney to sign this Agreement on behalf of the parent or legal guardian of the child(ren). In the event that I do not have the requisite authority to sign this Agreement on behalf of the child(ren) listed above, I agree that I shall be solely liable for any and all actions, causes of actions, penalties, claims, costs, services, compensation or the like resulting from this misrepresentation. I agree to be contractually bound by this certification.

Must be completed for participant (under 18 years) by their parent or legal guardian			
#	First name	Last name	Date of birth (dd/mm/yy)
Child 1			
Child 2			
Child 3			
Child 4			
Must be completed by participant (if over 18 years) / parent or guardian of children			
	First name	Last name	Date of birth (dd/mm/yy)
	City	State	Postcode
	Email address	Emergency contact name and number	
	Signup to occasional email announcement (please circle)		Participant/parent/guardian signature
	Yes / No		X

Waiver accepted by Newcastle Parkour employee (insert initial):