**WAIVER**

Edwina Kempe

Trauma informed Counselling, Yoga & Embodiment Facilitation, Accredited Mental Health Social Worker

I understand that this Waiver operates in conjunction with Edwina Kempes’s Website Terms and Conditions, Membership Terms and Conditions and Privacy Policy and Consent Form to govern my participation in their programs.

This participation includes any personal training, group exercise classes, routines and general physical activities, whether delivered online or in person (‘Programs’), as well as the use of any exercise equipment (‘Equipment’).

I warrant that I am over the age of 18 and have the capacity to agree to the terms of this Waiver and be legally bound by them.

I warrant that I am medically fit to participate in the activities that form part of the Programs. I accept full responsibility for my own physical and mental health and the ways in which they may be impacted by the Programs.

I have consulted a medical professional if I have knowledge of any pre-existing medical conditions or injuries and have been cleared to participate in the Programs and use the Equipment accordingly.

I will consult a medical professional if I become aware of any medical conditions or sustain any injury and abide by their instructions as to my capacity to use the Equipment.

I will inform Edwina Kempe of any medical conditions or injuries, whether pre-existing or obtained following my agreement to the terms of this Waiver, and acknowledge that they may refuse to allow me to participate in the Programs.

I acknowledge that it is my responsibility to choose Programs and use Equipment that are suited to my abilities and skill level, and agree not to exceed my personal physical limits during participation. I agree to not participate in any aspects of any Programs or use any Equipment in a way that does not align with my abilities or skill level.

I agree to conduct myself in a reasonable manner at all times, and to refrain from using any Equipment in a manner inconsistent with its intended design and purpose.

I acknowledge that I am responsible for ensuring the safety of any environment where I choose to participate in the Programs outside of Edwina Kempe’s premises, including (but not limited to) removal of potential hazards.

I understand that Edwina Kempe is not responsible for any inherent risks that may arise out of using any Equipment, including (but not limited to) injuries that occur as a direct or indirect result of negligence, misuse, setup, or Equipment failure.

I acknowledge that I participate in the Programs and use any associated Equipment at my own risk, and indemnify and release Edwina Kempe and its owners or associated others from any loss or damage that may arise as a result of my participation in the Programs or use of the Equipment, including (but not limited to) damage to property, injury (whether minor or serious), health complications or the aggravation of an existing condition.

I attest that all the information I have supplied within this Waiver is true and complete.

**Option 1: Click to sign**

* By ticking this box electronically, I acknowledge that I have read, understood, and agree to be bound by this Waiver.

**Option 2: Physical signature**

By signing below, I acknowledge that I have read and understood, and agree to be bound by, this Waiver.

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**