

## Terms and Conditions

Welcome to training with Samuel Martin Higham (Trading as **Contrast Fitness**). We aim to achieve your personal goals by using a comprehensive, evidence-based approach to health and fitness. Various training and lifestyle interventions will be used to progress towards your individual goals, and may include testing and training relating to (dependent on the product and/or service):

- Diet
- Metabolic Syndrome
- Anaerobic Threshold
- Cardiorespiratory fitness
- Strength, power and/or endurance
- Sport specifics
- Body composition

Before we begin kicking goals, there are a few formalities that you will need to complete. Please read, acknowledge, and understand the Disclaimer policy shown below.

### Disclaimer

WARNING – this is an important document, which affects your legal rights and obligations. Read it carefully and do not agree to these terms and conditions unless you are satisfied that you understand them. If you have any questions, please ask Samuel Martin Higham.

### Intellectual property

Samuel Martin Higham owns all intellectual property rights in the products, services, and company branding developed in whole or in part by Samuel Martin Higham. Samuel Martin Higham owns all present and future rights to this intellectual property including inventions and improvement, trademarks (whether registered or common law trademarks), patents, designs, copyright, and corresponding property rights under the laws of any jurisdiction. Intellectual property includes but is not limited to text, images, videos, logos, trademarks, service marks, training programs, presentations, and educational resources.

You are granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to personally access and use, for non-commercial purposes, the products and services offered by Samuel Martin Higham to the extent necessary to your receipt and proper use of those products and services.

You agree that you will not reproduce, distribute in person, publish, republish, print, upload to any third party, post on any social media site or Facebook Community, or distribute or modify or otherwise deal with any product or service developed in whole or in part by Samuel Martin Higham in whatever format, personally or otherwise, and/or provide it, or any part of it, to a third party that would otherwise infringe the intellectual property rights owned by Samuel Martin Higham.

You agree that in accessing and/or using any service or product developed in whole or in part by Samuel Martin Higham, you will not rent, lease or lend it to a third party nor decompile, reverse engineer, modify or derive products or services developed in whole or in part by Samuel Martin Higham and/or make them available over a network where they could be accessed and/or used by multiple devices at the same time.

Any password or right given to you to obtain access to the products and services developed in whole or in part by Samuel Martin Higham is not transferable to any third party.

### **Acknowledgement of risks, injury and obligations**

Services offered by Samuel Martin Higham are considered dangerous recreational activities with obvious risks as defined by the Civil Liability Amendment (Personal Responsibility) Act 2002. You are participating at your sole risk and responsibility.

You acknowledge and understand that whilst participating in dangerous recreational activities:

- You may be injured, physically or mentally, or may die or become diseased.
- You may incur economic losses as a result of personal injury, or death.
- Your personal property may be lost or damaged.
- Other persons participating in such activity may cause you personal injury or may damage your property.
- You may cause injury to other persons or damage their property.
- The conditions in which the activity is conducted may vary without warning.
- You may be injured, or die, or become diseased, or suffer damage to your property as a result of the negligence or breach of contract of Samuel Martin Higham.
- There may be no or inadequate facilities for treatment or transport if you are injured.
- You assume the risk of and responsibility for any personal injury, death, property damage or economic loss resulting from your participation in the activities.

You acknowledge and understand that you are not required or forced to participate in any activities prescribed by Samuel Martin Higham, and that it is your right to refuse such participation at any time during an appointment, workshop, training session or training program.

You acknowledge that you have no undisclosed physical or mental impairments, injuries or illnesses that will endanger others or yourself.

### **Acknowledgement release and assumption of risk**

You agree that in the event that you are injured, or your property is damaged or you suffer economic losses, you will bring no claim, legal or otherwise, against Samuel Martin Higham in respect of that injury and/or damage and/or economic loss.

You hereby release Samuel Martin Higham and his representatives from any suit, demand, action or claim for compensation whether for personal injury, economic loss, or damage to property arising from participation in the activities.

**Acknowledgement of limitation of liability**

You agree that any liability on Samuel Martin Higham's part for damages for or in respect of any claim arising out of or in connection with the relationship established by this agreement or any conduct under it or any orders or instructions given to Samuel Martin Higham by you shall not in any event (and whether or not such liability results from or involves negligence) exceed one hundred dollars.

**You have read and understood the document and know that by agreeing to it, your legal rights are affected.**

By agreeing to this this form, you acknowledge that you have read, understood, and agree to, the Disclaimer above.