

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 package):

- 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, Cancellations and Refunds, and Privacy policy shown below.

Disclaimer

WARNING – this is an important document, which affects your legal rights and obligations. Read it carefully and do not complete or sign the form unless you are satisfied that you understand it. If you have any questions, please ask Samuel Martin Higham.

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. I am participating at my sole risk and responsibility.

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

- I may be injured, physically or mentally, or may die or become diseased.
- I may incur economic losses as a result of personal injury, or death
- My personal property may be lost or damaged
- Other persons participating in such activity may cause me personal injury or may damage my property
- I may cause injury to other persons or damage their property
- The conditions in which the activity is conducted may vary without warning
- I may be injured, or die, or become diseased, or suffer damage to my 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 of me if I am injured.
- I assume the risk of and responsibility for any personal injury, death, property damage or economic loss resulting from my participation in the activities

I acknowledge and understand that I am not required, or forced to participate in any activities prescribed by Samuel Martin Higham, and that it is my right to refuse such participation at any time during my training session.

I acknowledge that I have no undisclosed physical impairments, injuries or illnesses that will endanger others or me.

Acknowledgement release and assumption of risk

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

I 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.

I have read and understood the document and know that by signing it, it affects my legal rights.

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

Date: _____

Client Name (printed): _____

Client Signature: _____

Trainer Signature: _____

Cancellations and Refunds

Samuel Martin Higham does not provide refunds if you simply change your mind

Samuel Martin Higham requires at least **12 hours' notice** to be given for any appointment cancellation. Appointments cancelled outside of this period can be rescheduled.

If you cancel within 12 hours of your appointment, or do not attend a booked appointment, Samuel Martin Higham reserves the right to charge a **cancellation fee of 100%** of the service cost (except under special circumstances).

If you are more than 15 minutes late for an appointment, and have not notified Samuel Martin Higham, the appointment will be considered cancelled, and you will be charged the full service cost.

If you cancel more than 4 consecutive appointments, your time slot may become vacant and made available to other clients.

Appointments are not transferrable to other individuals

If Samuel Martin Higham cancels an appointment, a full refund will be provided to the client OR the appointment will be rescheduled

Refunds will also be provided where required under the Australian Consumer Law:

<https://www.accc.gov.au/consumers/consumer-rights-guarantees/cancelling-a-service>

<https://www.accc.gov.au/consumers/consumer-rights-guarantees/repair-replace-refund>

Privacy policy

Samuel Martin Higham will collect health information through:

- ESSA adult pre-exercise screening tool
- Photographic images
- Video recordings
- Health assessment apps
- Written assessments

Health information will be used to monitor and assess the individual's health.

All personal information will be stored within either a:

- Password-protected computer
- Password-protected mobile phone
- Lockable office.

Individuals can request and receive access to their personal health information at any time.

Individuals have the option to remain anonymous when completing feedback forms or surveys

Samuel Martin Higham will not, without informed consent from the client, disclose any confidential information of the client to a third party in compliance with *Privacy Act 1988* and the *Health Records and Information Privacy Act 2002*.

By signing this form, I acknowledge that I have read, understood, and agree to, the Terms and Conditions above:

Date: _____

Client Name (printed): _____

Client Signature: _____

Trainer Signature: _____