

# MINOR PARTICIPATION LIABILITY WAIVER

## Minor Participation Liability Waiver

Enrolment as a participant in Upstate Studios Pilates Certification Course (**Course**) or Upstate Studios Pilates Workshop (**Workshop**) operated by Upstate Balaclava Pty Ltd (ACN 627 778 590) (**Upstate**) is entirely voluntary, but for your child to enrol in a Course or Workshop you must read, understand and agree to the terms of this form.

**RISK WARNING:** I acknowledge and agree that there are risks in my child participating in the Course or Workshop which may result in death or personal injury to my child. I understand as part of the Course or Workshop that physical exertion is required for my child including but not limited to muscle strength and endurance training, cardiovascular conditioning and training and other various fitness activities and there are significant elements of risk in any sports or exercise associated with the indoor or outdoor use of equipment incidental thereto. I acknowledge the risks for my child extend to physical or mental injury (including aggravation, acceleration or recurrence of any physical or mental injury), illness, contraction of a disease or death, as a result of, but not limited to:

- slipping or falls from exercise equipment and props, such as a reformer Pilates machine and weights;
- slipping or tripping on floor surfaces;
- falls;
- dehydration;

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- over exertion;
- vocal strain;
- the acts and/or omissions (including negligent ones) of other participants in the Course or Workshop;
- failure to follow instructions in relation to participation in the Course or Workshop; and
- all other such risks being known and appreciated by me.

**DECLARATION, WAIVER AND RELEASE:** In consideration of, and as a condition of acceptance of my child's enrolment in any Course or Workshop, I declare and agree that:

1. to the best of my knowledge my child is physically able to participate in the Course or Workshop. I am not aware of any medical condition or any other reason why my child should not participate in the Course or Workshop and that I have not been advised by a qualified medical practitioner for my child not to participate in the Course or Workshop. If I become aware of any medical condition during my child's participation in the Course or Workshop, which is of risk to my child's health, I will withdraw my child from, or discontinue my child's participation in the Course or Workshop;
2. my child is voluntarily participating in the Course or Workshop with my consent with knowledge of the risks outlined above;
3. to the fullest extent permitted by law, I release all those entities and persons associated with the operation and provision of the Course or Workshop, including Upstate together with its respective employees, agents, contractors, representatives and officers (**Suppliers**), from and against any claims of any kind (whether at tort, contract or statute) including personal injury, death or property damage, however caused (including

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negligence) arising out of or in connection with my child's participation in the Course or Workshop;

4. I understand that as part of the in-person practical Course or Workshop activities which my child attends, Upstate instructors may physically touch my child whilst they are engaged in an exercise as part of the Course or Workshop activities and I hereby consent for my child to be physically touched and agree, to the extent permitted by law, that I will release Upstate and its Suppliers who make physical contact with my child from any injury or damage that may occur to my child during the Course or Workshop;
5. I indemnify Upstate and its Suppliers, from and against any claims made against it arising from personal injury, death or property damage caused to another person by my child in the course of my child's participation in the Course or Workshop;
6. I do ☐ or do not ☐ (please tick) consent to photographs being taken of my child during their participation in the Course or Workshop and acknowledge that any images are the property of Upstate and that it may use such images for the purpose of promoting Upstate, the Course or Workshop or other reasonable purposes without further consent being necessary;
7. I consent to my child receiving medical treatment if I am unable to provide consent at the time such treatment is deemed to be required; and
8. to the fullest extent permitted by law, I hereby release, waive liability, discharge, hold harmless, indemnify, and covenant not to sue Upstate together with its respective employees, agents, contractors, representatives and officers due to any and all loss, damage or liability incurred in connection with my child's participation in the Course or Workshop.

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This form does not seek to exclude or limit any liability that cannot by law be excluded or limited, including the consumer guarantees provided under the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth).

**I acknowledge that I have completely read this form and fully understand its contents and that it is a release of liability.**

Childs name: \_\_\_\_\_

Childs date of birth: \_\_\_\_\_

Parent/Guardian name: \_\_\_\_\_

Parent/Guardian  
signature: \_\_\_\_\_

Child's In case of  
emergency contact: \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Guardian phone: \_\_\_\_\_