**Liability Waiver Test**

INFORMED CONSENT - LIABILITY WAIVER

In consideration of being allowed to participate in the activities and programmes of Lean Bean Fitness and to use the facilities and equipment owned and/or under the control of Lean Bean Fitness, in addition to the payment of any fee or charge, I do hereby waive, release and forever discharge Lean Bean from any and all responsibility or liability for injuries or damages resulting from my participation in any activities or my use of equipment or facilities in the above mentioned activities.

I understand and I am aware that strength, flexibility and aerobic exercise, including the use of equipment, in the outdoors, are potentially hazardous activities. I also understand that exercise and fitness activities involve a risk of injury and even death, and that I am voluntarily participating in these activities and using equipment and facilities with the knowledge of the dangers involved. I hereby agree to expressly assume and accept all and any risks of injury or death.

I am aware that I have the right to request advice from any of the Lean Bean Fitness staff, at any time, in relation to the activities and exercise being undertaken and, but not exclusively, their suitability for me, with particular regard to my health and clothing. If I choose not to take advice, or to disregard any advice so given, I do so voluntarily and accept liability for all resulting injuries or damage.

I do hereby declare myself to be physically sound and suffering from no
condition, impairment, disease or infirmity or other illness that would prevent my participation or use of equipment or facilities except as herein stated. Specifically, I confirm that where any of the following are applicable to me, I have made a Lean Bean Fitness team member aware prior to participating in Lean Bean Fitness classes:

* Heart trouble or chest pains
* Feelings of faintness or dizziness
* Joint problems, such as arthritis
* Asthma or breathing difficulties
* Pregnancy or having given birth in the last six months
* Having had an operation in the last three years
* Current medication that may impact my ability to exercise
* Diabetes or Epilepsy
* Another physical reason that I should not participate in exercise activities

I acknowledge that I have either had a physical examination and have been given my doctor’s permission to participate, or that I have decided to participate in activity and use of equipment and machinery without the approval of my doctor and do hereby assume all responsibility for my participation and activities, and utilisation of equipment and machinery in my activities.

I confirm I have received, read and understood the Safety Guidelines set out below.

Please note Lean Bean Fitness cannot accept responsibility for any valuables brought to class. All references to Lean Bean Fitness refer to the services offered by Elizabeth Bland in her capacity as a sole trader.

**SAFETY GUIDELINES**

**General**

Please follow the following guidelines when attending classes at the Lean Bean Fitness studio:

* Wear appropriate clothing for exercising indoors
* Bring any medication you may need
* Bring adequate water – this may be more than you think
* Tell the instructor if you have any injury, ill health or may be pregnant
* Please let Lean Bean Fitness know if your contact details change so we can contact you in an emergency
* Please listen when we issue instructions. We do this to keep you safe and ensure you know how to do the exercises safely. If you do not understand please ask!
* It is your responsibility to ensure that you are in good health and do not suffer from any condition or physical impairment which could prevent you from completing the sessions safely.
* You must notify Lean Bean Fitness prior to commencing any session of any condition or impairment, which could prevent your safe participating in the exercise programme.

**Outdoor classes**
Where Lean Bean Fitness sessions and held on public land, please note that you enter at your own risk. Public land is subject to uneven surfaces, naturally occurring hazards, man-made hazards, adverse weather and low light levels. This could include things like rabbit holes, broken glass, dog mess, slippery slopes, stones, rocks and rubbish.

Below are some common sense safety guidelines to please bear in mind when
attending Lean Bean Fitness outdoor sessions:

* Please dress appropriately for all weather conditions. Suitable clothing must be worn. You may need a couple layers in the winter
* Wear appropriate footwear for exercising outdoors
* Consider sunscreen and insect repellent
* If you are able to, please stay for the cool down and stretch
* When doing groundwork check the ground around you for items that may cause you harm. Evaluate your surroundings for safety
* Make sure you know which area we are meeting in. Lean Bean will always issue via email the location in good time

Please note that outdoor sessions will take place regardless of weather conditions.

In the rare event of severe fog or thunder Lean Bean may cancel the session for safety reasons. You will be notified as soon as possible using the number you have provided through Mindbody. Please ensure this is kept up to date.

**Terms and Conditions**

Lean Bean Fitness reserves the right to change conditions of membership, hours of operation, services offered and all fees and charges, at any time, at its sole discretion with reasonable notice. Any such changes will be notified to you through either a newsletter published from time to time, the website or mail to your last known registered address.

You must inform Lean Bean Fitness of any change in your contact details, bank accounts or credit card details for payment, or any other information relevant to your membership.

You may receive marketing material or correspondence via electronic transmission which may include (but limited to) newsletters and promotional material. You may unsubscribe at any time.

**Memberships**

Where you have purchased a membership, you have chosen either a weekly or monthly billing agreement.

Members must book each session via Mindbody using their own membership profile. Entry to the studio will not be permitted if your membership is not active due to cancellation, hold, or billing issues.

There is no minimum membership term applicable to our membership agreements.

Time Freeze or hold on membership is granted for Medical, Pregnancy, Business relocation and or holidays under the following terms:

* Holds must be for a minimum of one (1) week
* Holds can be for a maximum period of eight (8 weeks)
* Members must provide at least one (1) weeks notice (five (5) business days) by completing a membership hold form and sending to admin@leanbeanfitness.com
* In circumstances of injury or illness, Lean Bean Fitness will make exceptions for shorter notice periods
* Membership hold forms are available to download at [www.leanbeanfitness.com](http://www.leanbeanfitness.com)
* When returning to the gym at the completion of a hold for medical reasons, members acknowledge that they are returning to exercise at their own risk.

Your membership may be cancelled by Lean Bean Fitness if you do not adhere to the Safety Guidelines, or your behaviour at Lean Bean Fitness is not acceptable or for any other reason that the management of Lean Bean Fitness decides is appropriate. Lean Bean Fitness reserves the right to refuse membership to you in these circumstances.

Your Membership will continue until you cancel your membership by providing Lean Bean Fitness with one (1) weeks (five (5) business days) written notice by submitting a membership termination form to admin@leanbeanfitness.com. Membership will then be cancelled for the following payment cycle.

**Payment terms**

A Weekly or Monthly Membership Debit may be paid by a nominated bank account or credit card.

On each occasion that a scheduled payment is declined for any reason, the Member gives permission to Lean Bean Fitness/Ezidebit to charge a Payment Declined Fee. The current decline fee of $10.00 may change without prior notice.

Should any payments, fees or other debts remain due but unpaid from any source, Lean Bean Fitness may suspend the Member’s use of the Membership Services until all fees and other debts are paid in full. If payment is not received the Membership may be cancelled.

**Return / Refund**

Please make all cancellations through MindBody at least 12 hours prior to session commencing to avoid a $10 late cancellation charge.

**Privacy Policy**

Lean Bean Fitness operates a dedicated service to keeping your details private. All information we collect in relation to you is kept strictly secure. We do not swap/sell/pass on your details to anyone. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you so long as those parties agree to keep this information confidential.