

PARTICIPANTS: READ THIS TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND MAY ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

IT ALSO CONFIRMS YOU ARE PHYSICALLY CAPABLE OF COMPLETING THE F45 PLAYOFFS FITNESS TEST.

BY AGREEING TO THESE TERMS AND CONDITIONS, YOU REPRESENT AND WARRANT TO F45 TRAINING PTY LTD & CLUB SPORTS GROUP MASTER FRANCHISE LTD THAT EACH OF THE FOLLOWING STATEMENTS ARE TRUE AND CORRECT:

- I assert that I am in good health and in proper physical condition to safely participate in the F45 Playoffs event.
- I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the F45 Playoffs event, or that would result in my participation creating a risk of danger to myself or to others.
- I acknowledge that F45 Training Pty Ltd & Club Sports Group Master Franchise Ltd recommends and encourages each participant to get medical clearance from his/her personal physician prior to participation.
- I assert that I have not been advised or cautioned against participating by a medical practitioner.
- I understand that it is my responsibility to continuously monitor my own physical and mental condition during the F45 Playoffs event, and I agree to withdraw immediately and to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.
- In the event of an injury to me that renders me unconscious or incapable of making a medical decision,
 - I authorise appropriate F45 Training Pty Ltd & Club Sports Group Master Franchise Ltd personnel and emergency medical personnel at the event to make emergency medical decisions on my behalf (including, but not limited to CPR and AED).
 - I authorise F45 Training Pty Ltd & Club Sports Group Master Franchise Ltd to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by F45 Training Pty Ltd or Club Sports Group Master Franchise Ltd.
 - I agree to assume all costs of emergency medical care and transportation.
- I acknowledge that F45 Training Pty Ltd & Club Sports Group Master Franchise Ltd has instituted its rules for the protection of the participant and co-participants.
- I agree to familiarise myself with those rules and follow them throughout the event. I also recognise the authority of F45 Training Pty Ltd & Club Sports Group Master Franchise Ltd to halt my participation (and, if necessary, have me removed from the stage and the premises) if my participation, conduct, or presence endangers myself or my co-participants.

Released Parties include:		
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<ul style="list-style-type: none"> The affiliates and the respective directors, officers, employees, agents, contractors, insurers, spectators, co-participants, equipment suppliers, and volunteers of the above parties. 	<p style="text-align: center;"><u>AND</u></p>	<ul style="list-style-type: none"> F45 Training Pty Ltd (“F45”) and its affiliates and their respective directors, officers, employees, agents, contractors, insurers, spectators, co-participants, equipment suppliers, and volunteers; all F45 event sponsors, organisers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing including but not limited to F45.
<p>Releasing Parties include:</p> <p>The participant as well as participant’s spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant’s behalf.</p>		

Initial Assumption of Inherent Risks:

The F45 Playoff event (hereafter referred to as the F45P event) is meant to be an extreme test of toughness, strength, stamina, enjoyment, skill, cardiovascular, and mental grit that takes place in one place in two days. It is not a race against other contestants, but rather a competition with oneself and the Course. The object is to complete the Course that has ten varying exercise stations that you complete repetitions within. Activities include rowing, box jump burpees, chin- ups, push-ups with knee tuck, lateral hops, Russian abdominal twist, shuttle sprint lateral hop, over shoulder dead ball throw, squat press, bench hops. In summation, the F45P event is an arduous, challenging activity that presents the ultimate physical and mental challenge to participants.

I acknowledge that the F45P event is an extreme test of my physical and mental limits that carries with it inherent risks of physical injury. Inherent risks are risks that cannot be eliminated completely (without changing the challenging nature of the F45P event) regardless of the care and precautions taken by F45 and the other Released Parties. I also understand that the F45P event is extremely strenuous and further acknowledge the accompanying risks and dangers generally present in such activities. I understand that these hazards may be magnified due to the fact that the F45P event is often conducted under all weather conditions and circumstances.

I understand and acknowledge that the inherent risks include, but are not limited to: 1) contact or collision with objects (e.g., contact or collision with machinery and fixed objects or obstacles); 2) equipment related hazards (e.g., broken, defective or inadequate competition equipment, unexpected equipment failure, imperfect Course conditions, limited hand rails to contain exercise area, slippery fireman’s pole,); 3) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 4) inadequate first aid and/or emergency measures; 5) judgment- and/or behaviour-related problems (e.g., erratic or inappropriate co-participant or spectator behaviour, erratic or inappropriate behaviour by the participant, errors in judgment by personnel working the event; 6) wet and buoyant platforms; 7) possibility of capsizing and 8) natural hazards (e.g. lightning strikes, earthquakes).

I further understand and acknowledge that any of these risks and others, not specifically named, may cause injury or injuries that may be categorised as minor, serious, or catastrophic. Minor injuries are common and include, but are not limited to: scrapes, bruises, sprains, nausea, and cuts. Serious injuries are less common, but do sometimes occur. They include, but are not limited to:

property loss or damage, broken bones, fractures, torn or strained ligaments and tendons, concussions, exposure, dehydration, heat exhaustion and other heat-related illnesses, mental stress or exhaustion, infection, vomiting, dislocations, hyperthermia, hypothermia, anemia, electrolyte imbalance, loss of consciousness, syncope, dizziness, fainting, seizures, electric shock and/or injury, and neurological disorders/pain. Catastrophic injuries are rare; however, we feel that our participants should be aware of the possibility. These injuries can include but are not limited to, permanent disabilities, stroke, single or multiple organ failure or dysfunction, physical damage to organs, spinal injuries, paralysis, heart attack, heart failure, blood cell disorder, brain swelling, and even death.

I understand that it is my responsibility to inspect the Course, fireman's pole, hand rails, facilities, equipment, access, surface and areas to be used, and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel and not participate in the event. By participating in the F45P event, I am acknowledging that I have found the Course, facilities, equipment, hand rails and areas to be used to be safe and acceptable for participation. I accept full and sole responsibility for the condition and adequacy of my equipment.

I understand fully the inherent risks involved in the F45P event and assert that I am willingly and voluntarily participating in the F45P event. I have read the preceding paragraphs and acknowledge that 1) I know the nature of the F45P event; 2) I understand the demands of this activity relative to my physical condition; and 3) I appreciate the potential impact of the types of injuries that may result from the F45P event. I hereby assert that I knowingly assume all of the inherent risks of the activity and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of participating in the F45P event. In short, I acknowledge that I am participating in the F45P Event entirely at my own risk.

Initial Waiver of Liability for Ordinary Negligence:

To the extent permitted by law, I agree that under this agreement F45 and the other Released Parties shall be excluded from liability for ordinary negligence in the conduct of the F45P event and F45 and the Released Parties shall be excluded from liability under any civil liability or consumer law applicable to the State in which the F45P event is held subject to the exception that this exclusion of liability will not apply in circumstances where the conduct of F45 or its officers, servants or agents is reckless. In consideration of being permitted to participate in the F45P event, to the extent permitted by law, I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge F45 and the other Released Parties from any and all claims, actions, suits, demands, losses and other liabilities in relation to any of death, physical or mental injury (including the aggravation, acceleration or occurrence of such an injury), the contraction, aggravation or acceleration of a disease or the coming into existence, the aggravation, acceleration or occurrence of any other condition, circumstance, occurrence, activity, form of behaviour, Course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to me or the community or that may result in harm or disadvantage to me or the community resulting from the INHERENT RISKS of the F45P event or the ORDINARY NEGLIGENCE of F45 (or other Released Parties) that I may have arising out of my participation in the F45P event.

Initial Indemnification Agreement: To the extent permitted by law, I hereby agree to hold harmless, defend, and indemnify (which for the avoidance of doubt includes defending and paying any judgment, court costs, investigation costs, attorney's fees, and any other expenses incurred that relate to a breach of this contract) F45 Training Pty Ltd (and the other Released Parties) from any and all claims made by me (or any Releasing Party) arising from death, physical or mental injury (including the aggravation, acceleration or occurrence of such an injury), the contraction, aggravation or acceleration of a disease or the coming into existence, the aggravation, acceleration or occurrence of any other condition, circumstance, occurrence, activity, form of behaviour, Course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to me or the community or that may result in harm or disadvantage to me or the community due to my participation in the F45P event. This applies both to claims arising from the inherent risks of the F45P event or the ordinary negligence of F45 (or any Released Parties).

I further agree to hold harmless, defend, and indemnify (which for the avoidance of doubt includes defending and paying any judgment, court costs, investigation costs, attorney's fees, and any other expenses incurred that relate to a breach of this contract) F45 (and the other Released Parties) against any and all claims of co- participants, rescuers, and others arising from my conduct in the Course of my participation in the F45P event.

Initial Other Agreements Venue and Jurisdiction: I understand that if that if Mediation and Arbitration prove unsuccessful and legal action is brought, the appropriate state or federal trial court in the State of NSW, Australia has the sole and exclusive jurisdiction and that only the substantive laws of the State of NSW Australia shall apply.

Severability: I understand and agree that this Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the State or Territory in which the F45P event is held and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions. Furthermore, notwithstanding anything to the contrary contained within this Agreement, this Agreement will not be read or applied so as to purport to exclude, restrict or modify or have the effect of

excluding, restricting or modifying the application in relation to the supply of any services pursuant to this Agreement of any provision statute or regulation which by law cannot be excluded, restricted or modified.

Integration: I affirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire Agreement between me and F45 and cannot be modified or changed in any way by representations or statements by any agent or employee of F45. This Agreement may only be amended by a written document duly executed by all parties.

Mediation and Arbitration: In the event of a legal issue, I agree to engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalised by a written contractual agreement at that time.

Class Actions: I agree that any arbitration, mediation or legal action shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. Claims may not be joined or consolidated unless agreed to in writing by all parties.

Waiver Cancellation: I agree that this waiver supersedes any waiver and rules agreement I have entered into in the past and I agree to this documents terms and conditions.

Initial Agreements for the Protection of Participants:

- I assert that I am in good health and in proper physical condition to safely participate in the F45P event.
- I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the F45P event, or that would result in my participation creating a risk of danger to myself or to others.
- I acknowledge that F45 recommends and encourages each participant to get medical clearance from his/her personal physician prior to participation.
- I assert that I have not been advised or cautioned against participating by a medical practitioner.
- I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Course, and I agree to withdraw immediately and to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.
- In the event of an injury to me that renders me unconscious or incapable of making a medical decision,
- I authorise appropriate F45 personnel and emergency medical personnel at the event to make emergency medical decisions on my behalf (including, but not limited to CPR and AED).
- I authorise F45 to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by F45.
- I agree to assume all costs of emergency medical care and transportation.
- I acknowledge that F45 has instituted its rules for the protection of the participant and co-participants.
- I agree to familiarise myself with those rules and follow them throughout the event. I also recognise the authority of F45 to halt my participation (and, if necessary, have me removed from the stage and the premises) if my participation, conduct, or presence endangers myself or my co-participants.

General: I agree to become familiar with and abide by all written and/or posted rules of F45 Playoffs which are found online at www.f45playoffs.com, as well as all written and/or posted rules of the Venue. I further agree to comply with all directions, instructions and decisions of F45 and Venue personnel. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time.

Cancellation and Finals: I acknowledge that F45 at its sole discretion may delay, modify, or cancel the F45P event if conditions or natural or man-made emergencies make administering the event unreasonably difficult or unsafe. I agree that "emergency" is defined to mean any event beyond the control of F45, including but not limited to: high wind, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, threatened or actual strike, labour difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty. In the event of a delay, modification, or cancellation of the F45P event as described in this paragraph, I understand that I will not be entitled to a refund of my entry fee or any other costs incurred in connection with the F45P event. To be paid the winners prize money the contestants when collecting their novelty cheque and trophy in the presentation must wear a T-shirt and hat branded F45 and supplied by f45. In the event the winning contestant does not wear the supplied apparel in the presentation the contestant acknowledges they will receive no prize money. The contestant also acknowledges that the main Champions Trophy is Perpetual and remains the property and sole ownership of F45 and will always remain in the possession of F45. The contestant will be supplied with a 1/8 version of the trophy that they may keep. F45 may change the course due to weather conditions.

Govern Participation: I understand that F45 has the authority to issue instructions or directions relating to the manner of my safe participation in the Course or Related Activities and the authority to halt my participation in the Course or Related Activities at any

time they deem it necessary to protect the safety of participants, spectators, and personnel; and/or promote fairness and the spirit of F45P.

Removal from Course: I understand that F45 and Venue personnel may immediately cause anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behaviour endangers safety or negatively affects a person, facility, or property of any type or kind, to be removed from the Course.

Fee Refunds: I understand that all fees and associated costs, paid in registration for this F45P event are not refundable for any reason under any circumstances, including but not limited to injury, a scheduling conflict, and/or event cancellation.

Attitude and Behaviour: I also agree to exhibit appropriate behaviour at all times; demonstrate respect for all people, equipment, and facilities; and participate with a cooperative and positive attitude.

Alcohol & Drugs: I certify that I am not, and on the date of the F45P event will not be, under the influence of alcohol or any non-prescription drugs that would in any way impair my ability to safely participate in the F45P event. I further understand that the consumption of any alcohol and any illicit or illegal drugs or substances during the event is strictly prohibited. The consumption of any illicit or illegal drugs or substances before, during, and after the F45P event is strictly prohibited. I agree to take full responsibility for any alcohol consumption at the Event.

Specific Rules: I specifically acknowledge and agree to abide by the following rules: 1) no wheeled conveyances or pets are allowed in the Course at any time; 2) no clothing, props or equipment that pose an unnecessary risk to participants, spectators or personnel are permitted; and 3) obey civil and criminal laws.

Photography: I understand that any and all photographs, motion pictures, live broadcasts, recordings, and/or likenesses of me captured during the F45P event by F45, its affiliated entities or contractors, and/or the media become the sole property of F45. I grant the right, permission and authority to F45 and its designees to use my name and any such photographs, motion pictures, live broadcasts, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. I further understand that F45 and its designees have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses.

Majority Age: I affirm that I am 18 years of age or older.

Acknowledgment of Understanding: I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of F45 (and other Released Parties) or the INHERENT RISKS of the activity, to the greatest extent allowed by the laws in force of the State of NSW Australia.

F45 PLAYOFF RULES

- All participants must be at least 18 years old.
- There are absolutely no refunds of, or transfers of, F45 Playoffs registrations.
- F45 Playoffs are a rain or shine event that will be held irrespective of any and all weather conditions. To clarify, we will never cancel a Course solely because of weather conditions. However, if weather conditions make the Course unsafe, or affect our medical and safety teams' ability to help participants, this will have to be evaluated independently.
- We STRONGLY encourage all participants to obtain sign-off from their doctor certifying that they are fit enough to engage in the event.
- All participants must sign the F45 Training liability waiver, online during registration.

F45 Playoff Official Rules

- **First and Foremost:** If F45, from its own observation or a report, received from any source, believes that a participant may

have committed a gross breach of a rule, good manners or sportsmanship, or may have brought the test into disrepute, that participant will face official review, potential disqualification, and/or removal from the site.

- F45 Playoff participants will have 10 minutes to complete the test.
- The Winner will be whichever participant/team has completed the Course with the best overall score.
- Only registered participants may participate in the event or attempt any obstacle.
- Participants CANNOT intentionally hinder the progress of any other participant for any reason. Doing so is grounds for immediate disqualification.
- Participants must complete every exercise station in the Course in its entirety. Skipping any station and moving to the next station throughout the event will result in disqualification. If a participant is unable to complete a repetition, they must remain in the station until the time is completed. The participant will use their best endeavors to complete as many repetitions as possible and can be penalized for not attempting an exercise. Participants must stay on marked Course unless directed otherwise by F45 Playoff Officials. The participant acknowledges that the first level of the Course does not have handrails and the participant agrees to not access or jump off the Course at any time, this will result in disqualification.
- Participants are followed by judges to score them during competition. The judges will not be provided by the participant they will be provided by F45.
- Any and all disputes regarding the completion of the course, entry and participation in the Event, scoring of the contest and any other manner or thing affecting the Event will be as determined by the F45 Playoff Officials and any determination made by them will be final and binding.
- Teams cannot substitute or change their members, except with the prior consent of F45, which may be withheld at its absolute discretion. Teams cannot substitute or change their members once the finals have been determined.
- Participants must keep all personal items secure and understand that F45 do not provide any storage space for personal items and do not take any responsibility for the participants' personal items.
- Participants may only access the Course once an official has advised they can enter the stage area.
- All participants must wear a race bib or numbering systems decided by F45 at all times. Participants that lose or damage their bib or number must get a new one from official on the Course.
- Winners will be awarded to the participant(s) in each category that achieve the highest score.
- Official nighttime hours are between 6pm and 8 am. During this time the Course is closed.
Partial Course changes or relocation may be administered by Officials.
- Course Safety: Medical officials may require any participant to submit to a medical check at any time prior to the event. If the medical official deems a participant unfit to complete the test the participant shall be removed from the event. The medical official's decision is final and not subject to appeal.
- No participant can use a performance enhancing drug or procedure. Participants may be requested to undergo drug testing before and after the event. If you are requested to do so, your medical form indicates that you hereby agree to abide by such testing procedures.
- Participants will be asked to complete a testing exercise prior to participating. In some cases the participant will not be allowed to jump onto a box during one of the stations if the officiating judge deems the participant not of capable standard for the exercise station.
- Teams must be comprised of either 4 males or 4 females. There will be no substitutions in team members once the trials have officially completed.
- Individuals who are in the finals cannot be part of a team that is also in the finals and vice versa. This is due to the finals format and timing as it pertains to broadcasting live.

***Any and all disputes will be settled by the F45 officials, whose decision is final and not subject to appeal.**