



## **BSPK Fitness Ltd. User (Any Individual using BSPK Fitness' Studio) Contractual Agreement**

### **Waiver and Participation Release**

ACKNOWLEDGEMENT, WAIVER AND RELEASE PARTICIPANTS WARNING: THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS. PLEASE READ ALL OF THE DOCUMENT CAREFULLY. ALL PARTICIPANTS BOOKING ONE OF BSPK FITNESS LTD. SERVICES ACKNOWLEDGE AND ACCEPT THESE CONDITIONS.

1. I understand and acknowledge that by booking in to Train or another form of Undertaking in BSPK Fitness Ltd. involves strenuous and potentially dangerous activities. BSPK Fitness' Studios provide climbing; jumping; running; pad & bag work; weights & resistance and other potentially hazardous activities & equipment to cater for various rehab; sports specific; fitness; weight loss and other general health related undertakings. I am aware of the hazards involved and acknowledge that there is always risk of injury (including permanent injury; mental injury; paralysis and death) and damage to my property. The hazards include but are not limited to, the nature of the training, actions of participants and spectators and heat exhaustion. In my judgment I have sufficient competence and experience to participate in all undertakings at BSPK Fitness' Studios in a manner safe to myself and others.
2. I certify that I am physically fit for participation while using BSPK Fitness' Studios and have not been advised otherwise by a qualified medical person that I can not participate or undertake any of the Classes; Training or General participation.
3. In consideration of being allowed to train at BSPK Fitness' Studios, I (on my own behalf and on behalf of my executors, administrators, heirs, next of kin, successors and assigns):
  - a. WAIVE, RELEASE AND DISCHARGE from any and all liability for death, disability, personal injury, property damage, property theft and all other risks, claims or actions of any kind (including breach of contract, acts of negligence to the fullest extent permitted by law) whatsoever and however occurring, together with any legal fees incurred as a result of any such claim whether it is valid or not, which I at any time had or have as a result of or in connection with, directly or indirectly, my participation in and my travelling to and from BSPK Fitness' Studios the following person or entities: Richard Marques; Akis Zissis, all Local authorities in which the participation may be staged and the owners, licensees or occupiers of any property upon which I enter and their (its) respective officers, directors, employees, independent contractors, sponsors, representatives, agents, members and volunteers, including medical and paramedical personal appointed for BSPK Fitness Ltd.
  - b. INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned in paragraph 3(a) from any and all liabilities, claims or actions (including negligence) whatever or however caused arising as a result of or in connection with, directly or indirectly, my participation in and travelling to and from BSPK Fitness Ltd.
4. I acknowledge that I am responsible for my personal possessions and equipment while at BSPK Fitness' Studios.

5. I accept the communications, search, rescue and medical aid arrangements put in place by the organisers. I understand and agree that in the first instance I am responsible for the provision of first aid to myself. As a participant I am responsible for timely removal from BSPK Fitness' Studios to a medical facility. I give my consent to receive any first aid and medical treatment which may be deemed advisable in the event accident, injury and/or illness as a result of my involvement in training or other undertaking at BSPK Fitness' Studios.
6. I certify that the medical information supplied by me on the entry form is true and I consent to and authorise that information to be provided to any medical practitioner, ambulance officer or any person involved or associated with any medical treatment or assistance that may be given to me as a result of my participation at BSPK Fitness' Studios, regardless of whether the treatment is given.
7. I agree to allow my photograph, video, multimedia or film likeness and or name to be used for any legitimate purpose by Richard Marques, Akis Zissis and the host (BSPK Fitness Ltd.), or assigns without payment or compensation.
  - a. For purposes, which include security, monitoring and safety; cameras have been installed at the entrance to and throughout the gym floor, but not including the Treatment and Shower rooms.
8. I acknowledge that BSPK Fitness Ltd. arranged insurance covers public liability and not myself whilst participating / undertaking any use and / or training at BSPK Fitness' Studios. I am responsible for my personal accident insurance and ambulance cover.
9. I acknowledge that the organisers reserve the right to alter the advertised Calendar bookings if conditions warrant. I agree that the organisers reserve the right to cancel / adjust the Calendar bookings due to weather conditions, natural disaster, acts of God, terrorism, war or any other reason so deemed by the organisers.
10. I agree to abide by BSPK Fitness Ltd. rules and directions of organisers and I understand that my entry may be voided if through my actions or behaviour, in the opinion of the organisers, I break any of the rules or I bring the facilities into disrepute. I further understand that the organisers reserve the right to reject any entry without having to justify their actions.

By proceeding with the booking to train and / or utilise BSPK Fitness' Studios; is confirmation that I have read the above 'Disclaimer' document and acknowledge and understand what has been written and that is my responsibility to attain my own insurance, suitable to cover me over the duration of my time utilising the facility, in event of an accident.

## **Conditions of Use**

To ensure we are able to continue to provide the best level of service, BSPK Fitness Ltd. require that all Users for personal; one-2-one training; classes or other use, read and adhere to the following conditions:

1. All Users of BSPK Fitness Ltd. will need to have read and acknowledged the 'Waiver and Participation release, and listed conditions plus disclaimers, before access is granted to BSPK Fitness' Studios.
2. To ensure the safety and security all users must follow an online verification form will need to be completed.
  - a. Once verified all Users will be registered and will receive a link to complete their registration to enable access into our Operating Booking System before. Use of the BSPK Fitness' Studios will not be permitted otherwise.
  - b. This is a one-time step and will not be required again for future use.
3. All Users of BSPK Fitness' Studios acknowledge that they have received a GP's approval before undertaking any form of training, contact or other form, at the facility.
  - a. All Users must be able to provide the following information on request,
    - i. An approved and up to date, (6 months), Health Check
    - ii. Details of any medical, or other conditions, causing potential contraindications to being able to safety train.
4. All Users looking to spar and / or undertake any contact, or other sports specific training, while at the Studio, do so at their own risk.

5. BSPK Fitness Ltd. will not be liable for any injury caused at our Studio as a result of negligence by all Users.
  - a. All Users are responsible for reporting any accidents, injuries, sicknesses, etc... that occur, while using BSPK Fitness' Studios, by completing the online Accident report form, at the time the incident occurs.
6. All Users need to ensure that they are aware of the conditions for training at BSPK Fitness' Studios and any breach in these conditions, for which costs are incurred, could potentially result in all Users being liable for associated costs and / or use of the Studio being revoked.
7. Any damage to the Studio and / or equipment, mats, weights and other items used is to be reported to Online support Team immediately.
8. A cleaning crew will come in daily to clean the Studios, along with toilets and showers, plus all the equipment, which will be maintained to a satisfactory level.
  - a. Any discrepancy with the cleanliness and / or suitability of the Studios and the equipment and other items are to be reported to Online Support Team for them to address.
9. All Users are required to clean up after themselves, with the provided anti-bacterial cleaning supplies, all and any equipment, mats, weights and other items used.
10. All Users are responsible for ensuring that they bring suitable clothing and footwear while training at BSPK Fitness' Studios.
  - a. It is the Users responsibility to ensure that all footwear and clothing are clean prior to entering in the Studios.
11. No Food, Vapes, alcohol and other substances are to to be consumed or left overnight at BSPK Fitness' Studios.
  - a. Hot and cold beverages (water; protein & energy drinks; coffee; etc...) are an exception however must not be left lying around the Studios or on any equipment and must be removed from the Studio and disposed of, off site.
  - b. No hot food or any meals are to be consumed in the Studio.
  - c. Energy bars; fruit and nuts are an exception however must not be left lying around the Studio or on any equipment must be removed from the Studios and disposed of, off site.
  - d. It is the Users responsibility to ensure that any cups, bottles and other medium used to store and hold these beverages and foods are not left lying around after consumption.
12. All equipment in the Studios is the property of BSPK Fitness Ltd. and unless otherwise agreed by the Management Team; is not to be removed from site.
  - a. Should all Users wish to bring in some further equipment, with which to train, it is at their discretion and BSPK Fitness Ltd. can not be responsible for any damage and / or loss occurred to this item/s or Users while using this item/s.
13. BSPK Fitness Ltd. cannot be responsible for any damage and / or loss occurred to the Users' personal belongings, while using the Studios.
  - a. To ensure the Studio remains tidy; any items left for more than a week will be removed and taken to the Local charity or disposed of.

## **Booking Procedures**

Use of BSPK Fitness' Studios will be on the following grounds:

1. All Users will need to be verified, enabling access to book into our Operating Booking System
  - a. All Users will not be able to access, view, book into or utilise the Studios prior to the verification process.
2. Once verified; all Users will be given access to the Operating Booking System to both view and book a slot/s into the daily operating calendar
  - a. The Studios will be open throughout the year, Monday to Sunday
    - i. Monday to Sunday operating hours between 06:00-22:00
  - b. Each booking will be for an hour at a time, with 2 x Gym Floor calendar bookings slots per hour,
    - i. Each available calendar slot will enable the Users access to and use of the Studios.
    - ii. For bookings of more than 1 User, in the allocated hour; the Users will need to secure both Gym Floor spaces.
    - iii. Personal Trainers are an exception being able to take up one of the Gym Floor slots for them and 1 other User (Client).
  - c. All Users need to ensure that they enter and exit the Studio as per the allocated time slot/s as there is no extension of the booking, and any overlap will result in a penalty charge applicable, charged automatically.
  - d. An exception to the rule will be allowed for any Users wishing to make use of the Shower facilities at the end of the allocated training session, not for additional time on the Gym Floor space.
    - i. Please be considerate to other Users booked into the Gym Floor space with time taken in the Shower facility.
    - ii. Any additional time, exceeding 5min on the Gym Floor, post allocated time slot, will incur additional charges processed automatically.
  - e. All calendar bookings are subject to a 24 hour cancellation period, for which full payment is applicable for late notice.

Signing up and booking in to use BSPK Fitness' Studios is confirmation to having read and agreed to the above terms and conditions of using BSPK Fitness' Studios and agreeing to abide by these and accept that any breach on your part can incur additional costs, associated with recovery of loss for potential income to BSPK Fitness Ltd. and / or access being revoked, with no notice period given.