

## **Bodies By Ryan – Additional Terms and Conditions for 24/7 Access**

'Fitness Services' means group fitness classes with the use of Bodies By Ryan equipment and/or facilities, the use of Bodies By Ryan equipment and/or facilities outside of group fitness classes and any other services that may be provided by Bodies By Ryan from time to time.

'Premises' means 1 Graylands Road Claremont, 2/50 Jersey Street, Jolimont and 1 George Wiencke Drive Perth Airport, or at any other location nominated by Bodies By Ryan for the provision of the Fitness Services from time to time.

### **1. Risk and Liability**

1.1 You acknowledge that you are aware of the significant and inherent risks involved in the Fitness Services and your use of the Premises, and as a consequence personal injury or potentially death can occur. You accept that the Fitness Services and your use of the Premises is at your own risk.

1.2 You warrant that you will use the equipment and facilities provided at the Premises safely and appropriately at all times.

1.3 To the extent permitted by law, Bodies By Ryan will not be liable for any personal injury or death, or loss or damage to your personal property, arising from or in connection with the Fitness Services and your use of the Premises.

1.4 You are not obligated to perform, nor participate in, any activity that you do not wish to, and it is your right to refuse participation at any time during your use of the Fitness Services.

1.5 You warrant that you have no physical impairments, injuries, or illnesses that will endanger you or others. You warrant that you are not aware of any medical or physical condition that would prevent you from participating in the Fitness Services or which pose a health risk to you.

1.6 Bodies By Ryan's employees, trainers and representatives are not medically trained and therefore are not qualified to assess whether or not you can safely use the Fitness Services without detriment or risk to your health, safety or comfort. If you are in doubt about the suitability of the Fitness Services, Bodies By Ryan recommend that prior to participating in the Fitness Services you obtain expert medical advice.

### **2. 24/7 access cards**

2.1 You may access the Bodies By Ryan's Premises with a 24/7 access card. You understand that the 24/7 access card only allows you to access to the Premises, and that you are not permitted to share your 24/7 access card with anyone or take anyone with you when you access the Premises using your 24/7 access card.

2.2 Before you receive a 24/7 access card, you are required to complete a safety induction with a Bodies By Ryan employee or trainer, where you will be taken on a tour of the Premises and receive training on how to use the equipment safely, as

well as be shown the location of the first aid kits for your use in case of an emergency and the Premises are unstaffed.

2.3 If you misplace your 24/7 access card, you must inform an employee or trainer of Bodies by Ryan immediately. You can then purchase a replacement 24/7 access card from Bodies By Ryan.