



HUMAN HABITATS

HH Gym Use Waiver

HUMAN HABITATS OFFICE GYM WAIVER AND RELEASE OF LIABILITY

1. Acknowledgment of Risk

I, the undersigned, acknowledge that my participation in any activities at the Human Habitats office gym located in Victoria, Australia, is voluntary. I understand that the use of gym equipment and facilities involves inherent risks, including but not limited to, the risk of injury, illness, or other health-related issues.

2. Induction Requirement

I understand that before I am permitted to use the Human Habitats office gym, I must complete a mandatory gym induction conducted by an authorized representative of Human Habitats. This induction will cover gym rules, equipment usage, safety procedures, and emergency protocols. I acknowledge that I may not access or use the gym until this induction is completed.

3. Assumption of Risk

I understand that Human Habitats does not provide personal trainers or medical supervision within the office gym. I assume full responsibility for my own health and safety while using the gym and acknowledge that I have the necessary knowledge to use the equipment safely.

I understand that using the Gym involves inherent risks, including but not limited to bodily injury, illness, disability, or death. I acknowledge that I have assessed my own physical condition and deemed myself fit to engage in physical activity. I agree to use the Gym at my own risk.

4. Working Out Alone

I acknowledge that I may choose to exercise alone without supervision. I understand that this increases certain risks, including the possibility of medical emergencies or accidents going unnoticed. I agree to take reasonable precautions, such as informing a colleague when I intend to use the gym alone, keeping a mobile phone nearby, and avoiding exercises that could pose a higher risk of injury without a spotter (e.g., heavy lifting).

5. Release of Liability

To the fullest extent permitted by law, I release, indemnify, and hold harmless Human Habitats, its directors, officers, employees, and representatives from any claims, liabilities, damages, injuries, or losses (including those caused by negligence) arising from my use of the gym, except in cases of gross negligence or wilful misconduct.

6. Indemnification Clause

I agree to indemnify and hold harmless Human Habitats, its directors, officers, employees, and agents from any claims, demands, or causes of action resulting from my use of the Gym. This includes any legal fees incurred by Human Habitats in defending against such claims.

7. Compliance with Rules

I agree to follow all posted gym rules, guidelines, and safety instructions. I will use the equipment responsibly, clean up after myself, and report any hazards or equipment malfunctions to Human Habitats management.



I further commit to ensuring that all equipment I use is wiped down and returned to its proper place after use. I will not leave personal items strewn about the gym and will ensure that the space remains clean and orderly for the benefit of all users.

8. Medical Acknowledgement

I confirm that I am physically capable of using the gym facilities and have no medical conditions that would put me at undue risk. If I have any concerns about my fitness level or health, I will consult a medical professional before using the gym. I acknowledge that Human Habitats is not responsible for providing medical assistance in the event of an injury or emergency.

9. Emergency Procedures

In the event of an emergency, I understand that I must follow the designated emergency procedures and notify Human Habitats management immediately.

10. Acknowledgement of Rights

I understand that this Waiver does not override any rights under Australian Consumer Law (ACL) and that statutory guarantees under the ACL may still apply.

11. Governing Law

This Waiver is governed by the laws of Australia and the relevant state or territory in which the Gym is located.

12. Acknowledgment and Agreement

I have read and understood this waiver and release of liability. By signing below, I voluntarily agree to its terms and acknowledge that I am waiving certain legal rights.

Name:

Date:

Signature:

Company Rep:

Date:

Signature:
