

HEALTH QUESTIONNAIRE AND CONSENT WAIVER



Please read the following questions:

1. Has your doctor ever said you have heart trouble?
2. Have you ever had pains in your chest?
3. Do you often feel faint or have spells of dizziness?
4. Has a doctor said your blood pressure is too high?
5. Has a doctor said that you might have bone or joint problems, such as arthritis, that has been aggravated by exercise or might be made worse with exercise?
6. Have you been in hospital in the last 3 years?
7. Are you currently taking any medication?
8. Are you Pre/Post natal
9. Do you suffer from asthma, or breathing difficulties?
10. Do you suffer from diabetes or epilepsy?
11. Do you suffer from an allergy?
12. If 'Yes' what medication do you take?
13. Is there a good physical reason not mentioned here why you should not follow an activity programme?

If you have answered yes to one or more questions, you should consult with your doctor before increasing your physical activity.

If in any doubt, you should seek your doctor's advice as to your suitability for unrestricted physical activity that progresses gradually.

Please inform the class instructor of any health issues.

Please read and understand the following:

In consideration of being allowed to participate in the activities and programmes of Military Fitness Training and to use the facilities and equipment owned and/or under the control of Military Fitness Training, in addition to the payment of any fee or charge.

I do hereby waive, release and forever discharge Military Fitness Training 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 Military Fitness Training 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 (other than those declared on the attached medical questionnaire) that would prevent my participation or use of equipment or facilities except as herein stated.

I acknowledge that I have either had a physical examination and have been given my doctors 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.

In addition Military Fitness Training cannot accept responsibility for valuables left in instructor's vehicles.

1. Definitions

1.1 "Agreement" means this agreement and any appendices and exhibits annexed hereto.

1.2 "Company" means Military Fitness Training, a Company incorporated under the Companies Acts and having its registered office at 9 Dunlin Court, Newtonhill, Aberdeenshire, AB39 3QW.

1.3 "Customer" means the person or persons undergoing advice and training from the Company.

1.4 "Effective Date" means the date of Advice and training starts. The date on which the Agreement comes into force.

2. Customer's Obligations

2.1 Customer-s shall throughout the duration of the Agreement, provide the Company-s 24hr (twenty-four hour) notice for cancellation of appointment with the company otherwise penalties will be applied by the company.

3. Company's Obligations

3.1 Company shall provide advice and training base throughout duration of this Agreement.

3.2 "Company-s shall provide 24hr (twenty-four hour) notice for cancellation of appointment with the customer-s. And provide a new appointment with the company.

4. Agreement Duration

4.1 This Agreement shall subsist from the Effective Date for a period of until final Advice or training is given by the company.

5. Penalties

5.1 Failure by customer-s to provide the necessary cancellation period to the company shall render customer-s responsible for all consequential losses which Company may suffer including any loss of business, loss of trading revenue, loss of business opportunity, loss of advertising costs, loss of marketing costs or any other similar costs.

6. Entire Agreement

These terms and conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied.