



Liability Waiver for classes conducted at Lively Physiotherapy & Pilates

- I am aware that physical exercise can be strenuous and subject to risk of serious injury. I agree that if I engage in any physical exercise or activity, or use any amenity belonging to Lively Physiotherapy & Pilates Studio on the premises, I do so entirely at my own risk. I agree that I am voluntarily participating in the use of this facility and assume all risks of injury, illness, or death. I do not have any medical ailments, physical limitations, or mental disabilities that will affect my ability to participate in exercise classes. I have clearance from my medical officer (if appropriate), and my instructor is aware of any such conditions.
- I acknowledge that Lively is not responsible for any theft or damage of my personal property.
- If hiring the studio, I am aware there will be no direct supervision during my time at the studio. Depending on the booking time, there may not be another person in the studio at the same time. I acknowledge this risk, and I acknowledge that Lively recommends only hiring the studio when others are present.
- This waiver and release of liability includes, without limitation, all injuries which may occur, as a result of; (a) my use of all amenities and equipment in the facility and my participation in any activity, class, program or instruction, (b) the sudden and unforeseen malfunctioning of any equipment, (c) slipping and /or falling while in the premises*.
- I acknowledge that I have carefully read this “waiver and release” and fully understand that it is a release of liability. I agree to release Lively Physiotherapy & Pilates Studio and all instructors working at said company from any and all claims and causes of action that I or my representatives now have or may have in the future for personal injury, property damage or wrongful death occurring to me, arising out of participation in private or group PEP/Pilates/Senior exercise fitness classes.
- In the event of any emergency, I authorise medical attention from any licensed hospital, physician and/or medical personnel to provide any treatment deemed necessary for Lively’s immediate care and agree that I will be responsible for payment of any and all medical services rendered.
- In the event that any one or more of the provisions of this agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law according to the jurisdiction of the state of NSW, the remaining portions will not be invalidated, and shall remain in full force and effect.

Note: Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this agreement will remain in full force.

* At Lively, our clients’ safety is always our first priority and we will abide to our duty of care as health practitioners. All our equipment is regularly serviced to ensure it is functional. Lively Physiotherapy & Pilates Studio has public liability insurance, and all instructors also have their own personal public liability insurance.

Terms & Conditions for PEP/SP classes at Lively Physiotherapy & Pilates

- To keep your permanent Pilates weekly spot/s, a minimum of 3 sessions must be attended per month otherwise the permanent spot will be given to patients on our waitlist.
- To hold a regular weekly spot, a Pilates Pack is needed. Payments for new packages will be paid via **direct debit** with your credit card or bank account (fees and charges apply). Please read below for more information regarding direct debiting.
- Regular Pilates spots are held for 6 weeks only, regardless of holidays or surgeries. We cannot hold your spot if your break is more than 6 weeks long.
- It is the client's responsibility for managing their usage of their pack within the expiry date. If there is a planned break from PEP/SP (within the 6 weeks) you may discuss this with admin what is the best course of action e.g. Purchase a 5 pack instead of pay casually until you return from your break, then start a new 10 pack.
- If you need to cancel or reschedule, we require 24hrs notice. If a cancellation is made within 24 hours, the session will be charged (one session will be taken out from your pack), so you don't forfeit this session you will need to make up another session within the week.
- Packs are non-refundable and non-transferrable to another client.
- Make up classes must be scheduled within the expiry date of your package.
- Pack of 5 has 2 months' expiry.
- Packs of 10 have 4 months' expiry (including reward of 20% discount on physio or massage).

Direct Debit

- By agreeing to Direct Debit, the client acknowledges that Ezidebit Pty Ltd (billing company) will be deducting package amounts from your designated bank account or credit card. The client acknowledges the relationship for billing via direct debit is with Ezidebit.
- If the client's bank/credit card details change, the client will notify Lively Physio & Pilates Pty Ltd in advance to avoid delays in the payment process.
- It is the client's responsibility to ensure there are sufficient funds in the nominated account by the due date to enable the debit to be processed. If there are insufficient funds, the Client agrees that Lively Physio & Pilates Pty Ltd nor Ezidebit will not be held responsible for any fees and charges that may be charged to the Client due to the Client's financial position. Ezidebit will charge a \$9.90 fee to the Client's nominated account if the payment is dishonoured. Repeated failed payments will result in membership cancellation.
- All Packs are set to automatically renew on the completion of your chosen Pilates pack.
- If the client chooses to terminate his/her permanent Pilates session, Lively Physiotherapy & Pilates Pty Ltd requires written notice two weeks prior to the renewal date.
- If the Client's account becomes in arrears, they give permission for Ezidebit to debit the outstanding balance to bring their account back up to date.
- Any information that you provide to us, including your financial information, is confidential and protected by Ezidebit.
- Correspondence from Ezidebit for payments will be from noreply@ezidebit.com.au