**AGREEMENT, WAIVER AND RELEASE OF LIABILITY FOR**

**PRIME HEALTH GROUP HOLDINGS PTY LTD (ACN 663 729 324)**

(**Company**)

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| Client name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Printed) |

IN CONSIDERATION of me using the infra-red sauna and hot and cold hydrotherapy services provided by the Company (**The Services**), I hereby agree to, understand and acknowledge the following:

**Risk Warning**

1. I am engaging and participating in The Services voluntarily and at my own risk in full knowledge of the risks generally.
2. The risk warning above constitutes a formal 'risk warning' for the purposes of the relevant legislation, including (without limitation) for the purpose of:
3. Section 5M of the Civil Liability Act 2002 (NSW);
4. Section 5I of the Civil Liability Act 2002 (WA);
5. Section 48 of the Consumer Affairs and Fair Trading Act (NT);
6. Section 43 of the Civil Law (Wrongs) Act 2002 (ACT);
7. Section 15 - 20 of the Civil Liability Act 2002 (TAS);
8. Section 31 - 39 of the Civil Liability Act 1936 (SA);
9. Section 50 of the Wrongs Act 1958 (VIC); and/or
10. Section 13 - 19 of the Civil Liability Act 2003 (QLD)
11. Section 139A of Competition and Consumer Act, 2010 (Cth) permits the Company to ask consumers to agree that the statutory guarantees under the Australian Consumer Law (**ACL**) do not apply to them.
12. By participating in The Services, I acknowledge, agree and understand that, to the full extent permitted by law (including section 139A of the Competition and Consumer Act 2010 (Cth)):
13. my rights to sue the Company, its servants and agents, in relation to The Services in the event The Services or associated services were not provided to me in accordance with any express or implied warranty or guarantee that The Services will be provided with reasonable care and skill, are excluded, restricted or modified as set out below; and
14. I release the Company, its servants and agents, from all liability for a failure to comply with any express or implied warranty or guarantee that The Services will be provided with reasonable care and skill.
15. The ACL protects consumers by giving them certain guaranteed rights when they buy goods and services. For example, services must be carried out with care and skill. These rights, which the ACL says automatically apply whenever goods or services are supplied to a consumer, are called consumer guarantees (**Consumer Guarantees**).
16. To the extent permitted by law, the Company's liability for its failure to comply with Consumer Guarantees required by Part 3-2 of the ACL is limited to the supply of The Services again.
17. My participation in The Services involves certain inherent risks which may pose a risk to injury, including bodily injury, damage to personal property and/or death. Risks of The Services vary depending on the circumstances and may increase by incorrectly using or misusing The Services, and may include occurrences such as extreme heat, heat exhaustion, dehydration, extreme cold, slippery surfaces and floors, and exposure to substances emanated from, or used to operate or maintain associated equipment, in addition to the other risks associated with The Services.

**Liability Waiver**

1. I and any of my successors, assigns executors, representatives or next of kin, waive all rights, claims or liabilities for personal injury, death or loss or damage of property damage of any kind while on the premises, during the use of the Services or from any advice provided by

an employee or any representative of the Company.

1. I acknowledge, agree and represent that I understand the nature of The Services and represent that I am in good health and in proper physical condition to participate in The Services and understand it is my personal responsibility to consult with a physician or health professional prior to using The Services regarding my participation.
2. The provision of this waiver and release will continue in full force and effect even after the termination of The Services whether by agreement, by operation of law, or otherwise.
3. I have read, understood and fully agree to the term of this waiver and release. I understand and confirm that by participating in The Services I have given up considerable future legal rights.

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| Client’s Signature |  |  |
| Client’s address: | | |
| Phone number: | | |