

## Statement of Assumption & Acceptance of Risk, Acceptance of Participation Conditions & Intent to Participate, Liability Waiver Release and Indemnification

### WARNING: THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS

Please read this legally binding document carefully because signing it indicates that you are waiving certain legal rights. Completion of this form constitutes acceptance of all the herein listed conditions. Please note that it is the intending participant or legal guardian only who must agree to this acceptance of participant conditions. *Equalize Training Company's* Breath Enhancement Training course will hereinafter be referred to as *B.E.T.*

**Please read each paragraph below before signing your name at the end of this waiver.**

I still intend to participate in the *B.E.T* course despite the fact that I understand and agree that breath-holding involves inherent risks, including but not limited to cardiac arrest, blackouts, vertigo and drowning accidents (hereinafter referred to as *accidents*).

In consideration of being allowed to participate in this *B.E.T. Course*, I hereby personally assume all risks in connection with it, any harm, injury, death or damage that may befall me while I am participating in this *B.E.T Course*, including all risks connected therewith, whether known or unknown, foreseen or unforeseen, whether arising through acts of negligence, misapplication or misinterpretation.

I understand the dangers associated with the consumption of drugs, including alcohol and the smoking of tobacco, before, during and after any *Breath Enhancement Training*, and recognise that consumption of such products may impair my judgment and/or motor skills as well as increase my predisposition to succumbing to blackouts.

I will participate in any in-water activities during a *B.E.T Course*. I assume full responsibility for any injury, loss or damage associated with my consumption of products mentioned one paragraph above.

I agree that I will not partake in *B.E.T* activities without direct supervision during any *sessions*.

I understand and agree that aquatic activities can be physically strenuous and may potentially pose a test of a person's physical and mental limits, carrying with it the potential for death, serious injury, and property damage.

I agree that it is my responsibility to determine whether I am sufficiently fit and healthy, to safely participate in any *B.E.T Course*.

I have no physical or medical condition or impairment listed on the registration medical history form, which would endanger or interfere with my participation, or that of others, in any *B.E.T Course*. If I am unsure I will seek medical advice.

I undertake to immediately notify in writing, to the *B.E.T* instructor in charge of my course of instruction of change in my medical status, including medical conditions, general health and any surgical procedures or condition(s) that are likely to affect my fitness to participate further in the course.

Should I exert myself during any *B.E.T Course*, I expressly assume the risk of any and all injuries, and I will not hold the *Released Parties* responsible if I am injured as a result of any accident or any other cause of injury or death not specifically stated herein.

I agree to be treated in the event of an *accident*, which may require immediate first-aid, O<sub>2</sub> administration and medical attention.

I understand and agree that any advice provided by a *B.E.T instructor* is still no replacement for my own sound judgment, honest experience and assessment of abilities and limitations.

I understand and agree that the development of *B.E.T* abilities naturally requires an individual, variable and specific period of adaptation to such physiological factors as hypoxia (low tissue oxygen levels), hypercapnia (elevated tissue carbon-dioxide levels).

I understand and agree that there are inherent limitations to the written and spoken word, which can sometimes lead to participant misinterpretation and ill application.

I understand, agree and take full responsibility for missed attendance due to illness, injury, insufficiencies etc.

I understand and agree that the organisers of *B.E.T Courses* reserve the right to accept or reject applications on medical grounds at its discretion.

I understand and agree that if I do not respect or abide by the safety recommendations and rules indicated by my *B.E.T Course instructor* I may be prevented from participating.

I understand and agree that neither *Equalize Training Company*, its employees or associates, the pool owners/operators/staff (hereinafter referred to as *Released Parties*) may be held liable or responsible in any way for any injury, death, or other damages to myself, my family heirs or assigns that may occur as a result of my participation in this *Breath Enhancement Training Course*, either as a result of negligence, omission or carelessness by the *Released Parties*, whether passive or active.

