



XFE ACADEMY (PTY) Ltd.
Company Registration Number: 2020/086346/07

Training Centre:
Nicol Hotel, Bedfordview
Tel: 084 277 3194
Email: info@xfeacademy.co.za

Managing Director:
Helena Calitz
Tel: 064 238 2623

CATHSSETA Accreditation Number: 613/P/000019/2019

XFE Teen Fitness Challenge

Waiver & Consent

Express assumption of risk: I am aware that there are significant risks involved in all aspects of the XFE Teen Fitness Challenge. These risks include, but are not limited to: falls which can result in serious injury, injury or death due to negligence on the part of the participant, or other people around the participant, injury or death due to improper use or failure of equipment. I willingly assume full responsibility for the risks that I am exposing myself, as a participant, to and accept full responsibility for any injury or death that may result from participation in, or attendance of the XFE Teen Fitness Challenge. I have no physical impairments or illnesses that will endanger myself, as a participant, or others around me.

Termination: XFE Fitness and Entertainment reserves the right to terminate the participation of any athlete, volunteer or spectator in the 2022 XFE Teen Fitness Challenge at any time, with no further obligation or duty to such athlete, volunteer or spectator. Reasons for disqualification may include, BUT ARE NOT LIMITED TO, any of the following non-exhaustive examples: taunting another competitor or other unsportsmanlike behaviour, any actions that imitate an intent to cheat or circumvent the rules or intent of the rules of the XFE Teen Fitness Challenge, any conduct in violation of South African law, and any conduct which would bring disrepute upon XFE Teen Fitness Challenge in the eyes of the viewing public or the XFE Teen Fitness Challenge community. This also includes any behaviour that may be seen as harming the image or reputation of XFE Academy in any way. This list is not exclusive or exhaustive and is meant as a guide to competitors, not as a limitation on XFE Teen Fitness Challenge's rights to run the Games in the manner it sees fit.

Release: In consideration of being allowed to participate in or attend the XFE Teen Fitness Challenge Games, I hereby release XFE Teen Fitness and Entertainment, their principals, agents, employees, affiliates, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in or attendance at the XFE Teen Fitness Challenge Games, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. Further, XFE Fitness and Entertainment, its officers, employees, and agents are hereby released from legal responsibility and/or liability for the release of any information and/or record as authorized by this consent form. I fully and forever release and discharge the aforementioned parties from any claims, demands, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from my participation in XFE Teen Fitness Challenge. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, the remainder of the agreement shall remain in full force and effect. If I am signing on behalf of a minor child, I also give full permission for any person connected with XFE Fitness and Entertainment, to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and/or surgical care for the child and to transport the child to a medical facility deemed necessary for the well-being of the child, I agree to be liable for all such expenses.

Images: Spectators and participants grant XFE Fitness and Entertainment, and persons authorized by them, permission to take pictures and movies of the participant and use them on their website and other promotional and educational materials without compensation to the participant.

Medical Information: As a part of the XFE Teen Fitness Challenge, I hereby understand the interest in athlete injuries to members of the public and the viewing audience, and I therefore expressly consent to allow only the minimum necessary injury information to be released to accomplish the intended purpose. That is, to inform the public of my ability to continue on in the competition or if it might impact my ability to continue. I, _____, also authorize the athletic medical staff and trustees of that system to use my medical information for my personal well-being and safety and the safety of others. I understand that this information is protected under federal regulations under the Health Information Portability and Accountability Act (HIPAA) and may not be disclosed without my authorization and I may revoke my authorization at any time. This form under HIPAA allows access to this information for no more than one (1) year from date of signature.

Indemnification: I recognize that there is risk involved in the activities offered by the XFE Teen Fitness Challenge Games. I therefore accept financial responsibility for any injury that I may cause either to myself, or to others. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I will reimburse them for such fees and costs. I agree to indemnify and hold harmless XFE Fitness and Entertainment, their principals, agents, employees, affiliates, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in the XFE Teen Fitness Challenge.

Severability: If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect. I have read and understood the foregoing and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by me. I understand that by signing this form I am waiving valuable legal rights.

I, _____ agree with all stated within this waiver and indemnity form.

Date: ____/____/20____
Competitor Signature

If under 18:

Name of Legal Parent/Guardian Signature Date



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XFE Teen Fitness Challenge Training Registration Form:

Athlete Details:

Name: _____ Surname: _____

Date of Birth: _____ Gender: M / F Height: _____ Age: _____

Email Address: _____ Cell nr: _____

Which way do you prefer to be contacted? Phone / Sms / Email / Whatsapp / Any

South African Citizen: Y/N if no, please provide passport number: _____

Participant Physical Address:

Region: Gauteng / Cape Town / Durban – Please state town within region: _____

Who referred you to the XFE Teen Fitness Challenge? _____

Are you a disabled athlete: Y/N if yes, please explain type of disability in detail:

Do you have any illnesses or other medical conditions we should be aware of: Y/N if yes, please specify:

Are you currently on any prescription medication: Y/N if yes, please specify:

Contact person in case of emergency:

Name: _____ Phone: _____

Contact details of house doctor or physician:

Name: _____ Phone: _____

* Disabled ONLY - Contact details of specialist/doctor in charge of prosthetics or disability training:

Name: _____ Phone: _____

Parent or Legal Guardian Details (if participant is under 18 years of age):

Name: _____ Surname: _____

Relation: _____

South African Citizen: Y/N if no, please provide passport number: _____

Email Address: _____ Cell nr: _____

Which way do you prefer to be contacted, especially in case of an emergency? Phone / sms / email / whatsapp / all

Do you have a medical aid: Y/N

Does the athlete reside with you? Y/N if no, please state your physical address:

Are there any specific or important details we should be aware of when the athlete competes?

Athlete and Parent or Legal Guardian:

I agree that, to my knowledge, all information provided above is correct. Thus, the XFE Teen Fitness Challenge, as well as any and all representatives and trainers associated with the company will be indemnified and held harmless against all claims, demands, fines, penalties, actions, proceedings, judgments, damages, injuries, losses, costs, expenses or other liabilities caused. I also agree that the athlete is not the responsibility of the XFE Teen Fitness Challenge representatives, trainers, staff or associates.

Athlete name and signature

Legal parent/guardian name and signature

Date: ___/___/___