



David Fabricius Biokineticist

Indemnity Form

IMPORTANT NOTICE: WE HEREBY DRAW YOUR ATTENTION TO THE FACT THAT THIS AGREEMENT CONTAINS PROVISIONS WHICH WILL LIMIT THE RISK AND LIABILITY OF THE SUPPLIER AND OTHER PERSONS, CONSTITUTE AN ASSUMPTION OF RISK AND LIABILITY BY THE CONSUMER, WILL IMPOSE OBLIGATIONS ON THE CONSUMER TO INDEMNIFY THE SUPPLIER AND OTHER PERSONS AND CONTAINS ACKNOWLEDGEMENTS OF FACT BY THE CONSUMER. FOR THE PURPOSES OF THIS PARAGRAPH THE SUPPLIER WILL BE DEEMED TO BE

I, the undersigned, _____, do hereby:

1. Acknowledge that, though various natural persons/individuals conduct the business of biokinetics from the premises named and styled as **David Fabricius Biokineticist**, each natural person/individual operates his/her own biokinetics business as a sole proprietorship and, as such, is liable (to the exclusion of **David Fabricius Biokineticist**) for any and all of his/her actions, in so far as they are not excluded in terms of this agreement.
2. Acknowledge that, notwithstanding anything else contained in this agreement to the contrary, in the event that David Fabricius' liability for damage or otherwise, in so far as it is not excluded in terms of this agreement, **must** be attributed to David Fabricius in his personal capacity as a result of statutory law of South Africa or otherwise, then David Fabricius will remain liable therefor. In all other circumstances, **David Fabricius Biokineticist** will be solely liable for any and all damages or likewise to the exclusion of, and as opposed to, David Fabricius (natural person).
3. Acknowledge and accept that notwithstanding the best endeavours of, and reasonable precautions taken by **David Fabricius Biokineticist**, the natural persons/individuals conducting the business of biokinetics at **David Fabricius Biokineticist** and his/her/their/its employees, the possibility of physical injury is inherent to my participation in any athletic and/or exercise programme and/or activity and reliance on any advice obtained from **David Fabricius Biokineticist**, and/or employees ("the Programme") and I indemnify and will not hold liable **David Fabricius Biokineticist**, any of the aforesaid natural person/individuals conducting the business of biokinetics at **David Fabricius Biokineticist**, and his/her/their/its employees from any and all liability in respect of such injury.
4. Acknowledge that I participate in the Programme and enter the premises from which the Programme is conducted by **David Fabricius Biokineticist** from time-to-time ("the Premises") entirely at my own risk and will not hold liable **David Fabricius Biokineticist**, any of the natural person/individuals conducting the business of biokinetics at **David Fabricius Biokineticist**, and his/her/their/its employees.



5. Warrant that I have consulted and been advised by my medical advisors that I have been declared fit to participate in the Programme.
6. Waive, indemnify and hold **David Fabricius Biokineticist**, any of the natural person/individuals conducting the business of biokinetics at **David Fabricius Biokineticist**, and his/her/their/its employees harmless from any and all claims arising in relation to any injury, loss or other such damage I may sustain during my participation in the Programme and/or at the Premises, including but not limited any such loss or damage arising from any negligent act or omission on the part of **David Fabricius Biokineticist**, and/or its employees or associates.
7. Nothing in this disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit nor does it exclude liability for any matter which it would be illegal or unlawful to exclude or limit, or to attempt or purport to exclude or limit.
8. If any provision of this disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this disclaimer.

TRADE TERMS & POLICIES

1. **Fees due for participation in the Programme are set by David Fabricius Biokineticist in its sole discretion from time-to-time**
2. **Cancellation Policy: David Fabricius Biokineticist shall be entitled to charge for any sessions not cancelled more than 12-hours in advance**
3. **Sessions are not transferable**

Signature: _____ Date: _____



Personal Details of Client

First name: _____ **Age:** _____ **Gender:** Male/ Female

Surname: _____

Address: _____

Tel (h): _____ **(w):** _____

(fax): _____ **(cell):** _____

Email: _____

The aforesaid physical address, fax, cell phone, and email address are my domicilium citandi et executandi and the proof of delivery of a legal notice to any of said addresses shall be considered legally sufficient for that notice to be considered to have been received by that party, and thus obviate the need to prove actual receipt.

ID #: _____

Name of Medical Practitioner: _____

Contact Details of Medical Practitioner:

Tel: _____

Email: _____

Medical Aid Details

Medical Aid Scheme: _____

Membership Number: _____

Main Members Name: _____

Main Members ID #: _____

Referred by: _____