



**GET FIT THE MILITARY WAY**

## Medical Questionnaire and Conditions of Participation

It is for your own safety that South West Military Fitness (“**SWMF**”) finds out as much as possible about your medical history, to ensure that you can cope with the rigours of training, (the “**Training**”).

Your answers will be treated in the strictest confidence and will not necessarily adversely affect your chance to take part. Any decisions will be made in consultation with you.

It is one of the conditions of your participation in the Training that you give full and accurate details.

Your Personal Details	
Full Name	
Date of Birth (DDMMYY)	
Age	
Address	Address 1: Address 2: Address 3:
Town/City	
Postcode	
Email Address	
Landline Telephone Number	
Mobile Telephone Number	

Emergency Contact Details	
Emergency Contact Name	
Relationship to you	
Their Telephone Number	
Doctor’s Name	
Surgery Address	
Surgery Telephone Number	

<b>Medical History (Please check the boxes provided)</b>			
Do you suffer from or have you ever suffered from any of the following?	Diabetes	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Asthma, bronchitis or shortness of breath	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Epilepsy or fainting attacks	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Chest pains or heart complaints	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Blood pressure problems	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Back problems	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Joint problems	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Fractures, tendon, ligament damage or serious muscle sprains/strains	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Skin complaints	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Allergies	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Migraines	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Phobias or mental illness	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Pregnant or breastfeeding	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Any other serious illness or disability that may affect your participation	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If you have answered yes to any questions above, please give further details below:

In the event of an accident or illness whilst Training, I hereby give permission for SWMF to initiate medical treatment and to inform the person named as my emergency contact if appropriate.

To the best of my knowledge I confirm that the information I have provided in this medical questionnaire is a true and accurate description of my medical history and any current condition. I understand that SWMF reserve the right at any time to prevent participation in the Training if SWMF consider such action necessary for my own safety.

I understand that SWMF cannot accept any liability or expenses resulting from any illness, injury or other untoward occurrence arising from any undisclosed medical condition (other than to the extent that death or personal injury arises as a result of its negligence).

I confirm that I will immediately inform SWMF of any change to the information I have provided.

I have read and understood the Conditions of Participation.

**SIGNED:** ..... **DATE:** .....

## **Conditions of Participation**

Please ensure you read these Conditions of Participation (“the **Conditions**”) carefully. This document has legal consequences which will affect your legal rights.

To participate in the Training you must complete and sign a paper copy of the Medical Questionnaire and these Conditions.

You confirm you agree to these Conditions and any associated rules and instructions (which together form a legally-binding agreement between you and SWMF).

### **1. Participation in the Training**

- 1.1. Participation in the Training is a hazardous activity. You acknowledge and accept that your participation in the Training:
  - 1.1.1. will be a physically demanding and is potentially hazardous. The Training will test your physical limits and carries with it an inherent risk of physical injury which cannot be completely eliminated;
  - 1.1.2. will, dependant on the time of year, take place outside of daylight hours any may involve poorly lit or dark terrain;
  - 1.1.3. may involve your exposure to; obstacles, mud, water, crawling over and under obstacles, varying terrains such as holes, depressions, loose gravel, wet grass, rocks and pebbles, flowing or pooled water, tree stumps and branches, general debris and other natural or man-made objects as well as lifting and carrying heavy objects;
  - 1.1.4. may take place during extreme weather conditions, including but not limited to, bright and strong sunlight, heat, cold, rain, snow, sleet, hail and/or wind;
  - 1.1.5. may involve obstacles that go through water that has not been tested for chemicals, disease and/or other forms of contamination;
  - 1.1.6. may put you at risk to exposure to animal faeces especially where training takes place in public and communal parks.
- 1.2. You expressly, knowingly and voluntarily assume all of the risks of participating in the Training. By participation in the Training you accept that various medical, physical and emotional risks are inherent and may include, but are not limited to; drowning, near-drowning, sprains, fractures, illness and/or infection, heat and cold injuries, overuse syndrome, injuries involving vehicles, animal bites and/or stings and/or allergic reactions, contact with poisonous plants and animal faeces, accidents involving other participants and/or spectators, SWMF personnel and/or contact with obstacles and/or the potential for permanent paralysis or death.
- 1.3. SWMF reserve the right to cancel or suspend the Training in the event of extreme weather, accidents or emergencies or for any other reason which in SWMF’s sole discretion is necessary to protect the safety and security of the Training participants. In the event of such cancellation, there will be no refund of your membership fee.

## **2. Your Medical History**

- 2.1. You agree that it is your responsibility to determine whether you are sufficiently fit and healthy to safely participate in the Training.
- 2.2. You confirm that the answers provided to the questions contained in the Medical Questionnaire have been completed in advance of your participation in the Training and in the instances where you have answered “yes” to any of the questions, or where you have any doubt as to your physical or mental ability to take part in the Training, you have sought appropriate medical advice as to your participation and have informed SWMF in advance of the complaint or condition.
- 2.3. SWMF reserve the right at any time to suspend or prevent your participation in the Training, if in SWMF's sole discretion, it considers such action necessary for your own safety. No refund of the membership fee shall be payable if it is deemed that you are incapable of safely participating in the Training.
- 2.4. You confirm that to the best of your knowledge you are physically and mentally capable of participation in the Training and confirm that if at any time hereafter, you develop or discover any medical or physical limitation or any condition that might affect your ability to safely participate in the Training, or meet the physical demands required thereof, you agree to make such limitations and conditions immediately known to SWMF and to cease participation in the Training until such time as SWMF permit you to recommence your participation.
- 2.5. The physical exertion required of the Training can activate or aggravate pre-existing physical injuries, conditions, or congenital defects. You acknowledge that where such activation or aggravation occurs you should seek appropriate medical advice where you know or suspect that your physical condition may be incompatible with the Training.
- 2.6. You consent to receive medical care and treatment as determined appropriate by SWMF personnel. In the event of your injury, accident, or illness, you consent to receive medical care and treatment as deemed advisable in the best judgment of SWMF and/or appropriate medical professionals. Where it is considered necessary, you authorise appropriate SWMF personnel to consent to such medical care and treatment on your behalf. You agree to assume liability for any and all medical costs incurred as a result of your participation in the Training but not limited to costs of: medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services. You agree to indemnify and hold harmless the Released Parties (as defined below) from all liability for such costs.
- 2.7. You will not during Training be under the influence of alcohol or any drugs that would in any way impair your ability to safely participate in the Training.

## **3. Clothing and Personal Property**

- 3.1. Suitable clothing and/or equipment appropriate to the prevailing weather conditions must be worn at all times during the Training. SWMF will answer

any questions that you may have as to the proper clothing or equipment if you are unsure. SWMF accept no responsibility for clothing and/or equipment that becomes muddy, torn or damaged during Training.

- 3.2. SWMF recommend that all personal property, especially watches, rings, earrings and any other jewellery and/or high value items are removed prior to attendance at the Training venue. SWMF will not be responsible for the loss of personal property whilst Training.
- 3.3. Vehicles parked at SWMF training venues are done so at the participant's sole risk and responsibility. SWMF take no responsibility for loss or damage to vehicles during Training.
- 3.4. SWMF cannot accept responsibility for any valuables or personal property left in vehicles belonging to SWMF personnel.

#### **4. Your Conduct and Behaviour**

- 4.1. At all times during the Training you are expected to exhibit appropriate behaviour. This includes respect for all other participants, SWMF personnel, equipment, facilities and property. SWMF reserve the right to suspend your participation in the Training and/or cancel your membership, without refund, should your behaviour endanger the safety of, or negatively affect the Training or any other person, facility or property.

#### **5. Privacy and Publicity**

- 5.1. Except as outlined below the information SWMF collect and hold will not be passed on to any other organisation or third party. SWMF may, however, use it to contact you about future sporting, fitness and outdoor events, competitions and promotions organised both by SWMF and other third party organisations promoting similar events and competitions. If you are not willing for your personal information to be used in this way please contact SWMF at any time by email to opt-out: [info@southwestmilitaryfitness.co.uk](mailto:info@southwestmilitaryfitness.co.uk)
- 5.2. As part of SWMF's communications activity, SWMF may use photographs, film and/or any other form of media for advertising, marketing and promotional purposes for possible inclusion in our publications and on our website or Facebook page and/or in any other publicity material and may include television programme, film, video or broadcast. Any such image(s) will remain the irrevocable property of SWMF and will be used for the designated purpose of advertising, marketing and promoting SWMF. By signing this form you are permitting SWMF to use any such images mentioned above for the purposes mentioned above and for inclusion in the central SWMF library.

#### **6. Liability**

- 6.1. Nothing in these Conditions, including, without limitation this clause 6, shall not exclude or restrict SWMF's liability for fraudulent misrepresentation or personal injury or death to the extent that it is directly caused by SWMF's negligence.
- 6.2. Whilst SWMF take every care in delivering the Training, you recognise that

we cannot control the manner in which you participate in the Training and/or predict the impact the Training may have on you. Any disclaimers or limitations of liability apply to the fullest extent permitted by law.

- 6.3. In consideration of being permitted to participate in the Training you:
  - 6.3.1. hereby waive, release and forever discharge SWMF, its directors, officers, employees, agents, contractors, insurers and volunteers; all SWMF event sponsors, organisers, promoters, directors, officials, property owners, and advertisers; all other persons or entities involved with SWMF (“the **Released Parties**”) from any and all claims you may have arising out of your participation in the Training;
  - 6.3.2. hereby waive, release and forever discharge the Released Parties from all of the following (“the **Claims**”) any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), and causes of action, of any kind or nature, which you have or may have in the future (including legal costs and litigation expenses), that may arise out of, result from, or relate to your participation in the Training or your travel to or from the Training;
  - 6.3.3. understand and acknowledge that these Claims include, but are not limited to, causes of action for death, personal injury, partial or permanent disability, negligence, and property damage or theft; causes of action relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the site of the Training or elsewhere); and claims for medical or hospital expenses;
  - 6.3.4. understand that this waiver, release and discharge operates for you as well as on behalf of your spouse, children, parents, guardians, heirs, next of kin and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on your behalf.
- 6.4. You hereby agree to indemnify, defend and hold harmless SWMF and the other Released Parties from any and all expenses incurred and claims made that relate to your breach of these Conditions. You hereby agree to indemnify, defend and hold harmless SWMF and the other Released Parties from any and all expenses incurred and all claims made by you or others (including but not limited to all legal costs and litigation expenses) that arise out of or result directly or indirectly from your breach or failure to abide by any part of these Conditions, your failure to follow any rules or directions as defined above, and/or any of your actions or inactions which cause injury or damage to any other person or property.
- 6.5. You understand that these Conditions to indemnify, defend and hold harmless operates for you as well as on behalf of your spouse, children, parents, guardians, heirs, next of kin and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on your behalf.
- 6.6. If any provision of these Conditions is found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from these Conditions and does not affect the validity and enforceability of any remaining provisions.
- 6.7. These Conditions shall be governed by and construed in accordance with the

law of England and Wales. Any dispute arising under or in connection with these conditions and your participation in the Training shall be subject to the exclusive jurisdiction of the courts of England, to which you and SWMF irrevocably submit.

## **7. Contact**

If you have any questions arising from these Conditions please contact:

[info@southwestmilitaryfitness.co.uk](mailto:info@southwestmilitaryfitness.co.uk)

or via the website:

<http://www.southwestmilitaryfitness.co.uk/index.php>

**By signing below you confirm that you are eighteen (18) years of age or older and that you have read these Conditions and that you understand the content and intentionally and voluntarily sign these Conditions.**

**SIGNED: ..... DATE: .....**

**PRINT NAME: .....**