



ULTIMATE FITNESS TERMS & CONDITIONS

When you submit an Ultimate Fitness booking form you are agreeing to a contract with Ultimate Fitness to arrange your bootcamp membership abroad. It is very important that you read these terms and conditions in full prior to submitting your form. Many people just accept terms and conditions for anything made by without first checking the finer details. Please don't do that with us as it is very important you understand the conditions based around booking the camp.

As a company, we have your best interests at heart, and these terms and conditions have been written to protect both you and Ultimate Fitness in the event of all kinds of different circumstances. Please pay particular attention to the cancellation policies and fees as this is most likely to affect you in the event of cancellation.

The following terms and conditions apply to all bookings through all Ultimate Fitness websites and agents. They will also be applicable to anyone accepted on our programmes who have booked through affiliate partners. The following Terms & Conditions apply to all bookings.

(You should accept these terms only if you have carefully read and understood the contents). Because we are an international organisation, our terms and conditions are set out below in English. If you cannot fully understand what is written below please seek the advice of someone who can assist you in explaining the contents of the terms and conditions below.

Your agreement with us

a) Your contract is with Ultimate Fitness Bootcamp FZ LLC ; a Company registered the United Arab Emirates hereinafter called "", "Ultimate Fitness" or "we".

If you make a booking you are confirming that you have the authority to accept and do accept the terms and conditions set out below.

b) After filling in your booking form you will be asked to pay a joining fee (hearby referred to as a join deposit or deposit) of €200. The balance is paid typically 4 weeks prior to departure, or within 3 days if you are arriving within 12 weeks.

Joining fee or Deposit Amount Standard Option

The deposit may be different if you are paying in AED. If you are booking a trip constituting several bootcamps you will need to put down a deposit per bootcamp component.

Membership Deposits payable Standard Option

- Payment in Euro: €200

The deposit will enable us to hold your membership at the camp.

The joining fee deposit is non-refundable in the event of cancellation or non-payment of full balance or non attendance.

Confirmation invoice

a) On receipt of your booking form and joining fee payments, we will, depending on availability, confirm your arrangements by issuing a booking in the form of an invoice. Please check the details of your invoice carefully. Please contact us immediately if any information, which appears on the confirmation, or any other document appears to be incorrect, or incomplete, as it may not be possible to make changes later.

Payment and Prices

a) The joining fee deposit is set out above . Upon receipt of your booking form we begin the necessary work to process your application as an ultimate fitness member and hold your place and therefore your deposit is non-refundable. (For special offers, which can include a delayed deposit payment, we will start processing your application from the time of booking despite the delay in deposit payment. Cancellation charges still apply during the period between booking and deposit payment in such cases).

Upon payment of your membership deposit to Ultimate Fitness you will be sent a confirmation of receipt via email and details of the due dates of further payments. The balance of your booking must be paid no later than 4 weeks prior to your departure date, or on booking if you apply within 4 weeks of your departure date. You must make payments by their due date.

If we do not receive payments as and when they are due we do have the right to consider this a cancellation on your part and retain all monies paid, or due at that time.

Normal Payment procedure:

Pay a deposit of 200 eur per programme booked, and then pay the balance of the trip 12 weeks before departure.

The prices of Ultimate Fitness programmes are based on exchange rates from January 2020.

Whilst we reserve the right to change our prices at any time before you book, the price on your booking invoice will not be increased or decreased.

Financial Protection

a) Ultimate Fitness sells bootcamp memberships (ground services only not inclusive of flights) which means the bootcamps are not protected under package travel regulations.

In most cases UF does not act as agent, we have our own properties and bootcamps meaning there is limited risk when booking through UF.

In the case of us acting as an agent for 3rd party fitness providers, as Ultimate Fitness pays for your trips upfront with our overseas partners this means your funds are safe in the event of their insolvency.

Your funds can then be transferred to put you on a different trip. Because our bootcamps are not protected under package travel regulations, we strongly recommend taking out insurance that covers you for trip cancellation.

Insurance

a) It is a condition of booking that every passenger must have travel insurance in force for the entire duration of the trip. You must ensure that the cover provided by your insurance is adequate and appropriate for your placements and personal needs and that it also covers the cost of repatriation, including air evacuation costs, should such a situation necessitate it. You must provide details of your insurance policy (policy number, insurer and emergency assistance telephone numbers) prior to your departure. It is your responsibility to ensure that you are adequately insured, as we will not check your policy. If you join the programme without adequate insurance you may not be allowed to continue on the programme with no right of refund. Ultimate Fitness accepts no responsibility for the loss of, or damage to, personal property or valuables. Insurance to cover the loss of baggage and valuables is also highly recommended.

Cancelling and changes to bookings.

If UF Cancels

The happiness of our customers is paramount to us and we aim to treat you very fairly. With this in mind if we need to cancel your programme for whatever reason excluding force majeure (force majeure also includes coronavirus Covid 19), we will offer you a full refund including refunding your deposit.

UF cancellations due to coronavirus

If we are forced to cancel the bootcamp start date due to the coronavirus refunds will not be given however your deposit or any monies paid will be held as a credit and put towards an alternative suitable date. We may also offer you a change of programme or location which you can use the money as a credit for.

If you cancel.

If for whatever reason you need to cancel your booking either prior or during the program then cancellation charges are payable. Unfortunately these are unavoidable as at the point of confirmation Ultimate Fitness is contractually bound to our suppliers just as you are to us. In fairness to all customers who are faced with this situation we are unable to bend the rules or take on any special cases. However in certain extreme cases we may be able to freeze your bookings or move them with in a limited

timeframe if appropriate to do so, so please contact us with your own individual circumstances. UF is the sole adjudicator of what is deemed extreme.

Cancellation Charges

Should you need to cancel here are our cancellation charges should you not have a flexible package.

How much you need to pay by when and how much is due if you cancel:

- Time of the booking cancellation: 121 days or more before start date or departure date (whichever is the earlier) Fees due: deposits or EUR200 which ever is greater.
- Time of the booking cancellation: 90 days or less before start date or departure date (whichever is the earlier) Fees due: Full payment of fee at the time of booking.

Please note as stated above any bookings that fall under 90 days or less before start date or departure date are 100% non-refundable. This is not negotiable. Should for whatever reason you not complete some of the aspects of the package including but not limited to accommodation, activities, courses, transfers and meals there will not be any refund provided.

Please note: If you do not pay the full balance by the due date your booking will be cancelled and you will forfeit your deposit. This enables us to open up the spot to other travellers who want a space on the programme.

Flexible packages

- At the time of booking you can opt to be on a flexible package for a cost of €89. If you have a Flex package your dates are changeable with the following terms:
- Book with a low lifetime deposit of 150 EUR. You can pay in instalments per month (minimum amount of 50 EUR via credit card or debit card online) until the balance is paid off up to 4 weeks before departure. or pay the balance in one go at least 4 weeks before.
- Date changes are allowed free of charge up to two weeks before departure if there are travel restrictions
- If your flight is cancelled or does not run or travel conditions make it impossible to arrive in-country due to Covid 19 your booking can be moved to a different date without charge
- If you display symptoms of Covid 19 prior to arrival your departure date can be changed without charge
- All payments are non-refundable, but valid for life should you choose to delay your departure

Installation payments are valid the life so if you don't plan on travelling for many months or even years, not a problem you won't lose your money.

Group Bookings

If you are booking as part of a group, a group is defined as people who are friends or associates and have opted to share accommodation, (individuals independently booking who Ultimate Fitness have placed together in shared accommodation is exempt), each individual person assumes shared liability for the full amount of the booking. Should there be a cancellation, the individual must pay the balance due, or if

unable to do so, the group must pay the balance on behalf of the individual with the cancelled booking. This is because there are often discounts applied to group bookings that must be honoured with full payments due.

If you cancel your booking

a) You can cancel your trip at any time, however please note if you do choose to cancel your trip please notify us in writing via email and a cancel trip will be subject to cancellation charges as outlined in the section above.

b) We would strongly recommend that you take out full insurance at the time of booking, which should then in most cases include cover, under certain circumstances, against loss of deposit, or cancellation fees. See clause 6 of these conditions.

c) If you postpone/ reschedule your booking: cancellation charges will be worked out based on the start date of your original booking not rescheduled booking. Thereby should you wish to cancel, you cannot reschedule your start date for the future and then cancel the postpone date outside of cancellation terms.

Flights

Upon booking, you give us authorisation to pass on your details to third-party flight providers who may provide assistance with finding you the best flights for your trip. Should you wish to opt out of this please let us know on the booking form at the time of booking.

Ultimate Fitness works with third-party flight partners however we do not book flights directly. Under no circumstances will Ultimate Fitness be held liable for any costs incurred arising from booking flights, changes to flights, missed flight connections, cancelled flights or choosing to return home early.

Requesting changes to your booking

a) In certain circumstances you may need to initiate changes to your booking such as date changes. Ultimate Fitness reserves the right to refuse any date changes, in such cases we are usually contractually bound to not be able to offer them. In some cases however we are able to offer date changes should you need. Should you request us to make a date change for you and we accept, there is an admin charge of 250 eur per date change, per client. If you have booked under a flexible booking package, or have purchased the flexible booking upgrade charges for date changes will be waived.

If we change/cancel your trip

a) It is unlikely that we will have to make any changes to your trip, but we do plan the arrangements many months in advance. Occasionally we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we may advise you of them at the earliest opportunity. A minor change is any change which, taking account of the information you have given us at the time of booking, or which we can reasonably be expected to know as a travel operator, we could not reasonably

expect to have a significant effect on your confirmed trip.

b) Changes to Inclusions. The outlined itineraries and timetables on our website given for each programme should only be taken as an indication of what you should accomplish, and not as a contractual obligation on our part.

This includes items listed in the included section of our programmes. When necessary, we reserve the right to make alterations to a trip without notice, including to the itinerary, third-party gym memberships, inclusions, exclusions, excursions, activities, accommodation, and amenities. These alterations may be made if in our reasonable opinion it be regarded as essential to provide due care, or to ensure the satisfactory progress of the programme, but are not limited to these reasons. Changes in itinerary may be caused by local political conditions, flight cancellations, corona virus, mechanical breakdown, road conditions, weather, border restrictions, sickness and other unforeseeable circumstances. No refunds will be given for services not utilised. It is a fundamental condition of joining any of our bootcamps described in the brochure, on our website, or any marketing material, that you accept this flexibility, and acknowledge that delays and alterations and their results, such as inconvenience, discomfort, or disappointment are possible. If you are unable, or do not choose, to complete an itinerary outlined for a programme, we are not liable to supply alternative itineraries, excursions, accommodations, services, or staff for the period when you are not present with the group.

Important you agree by booking that request for refunds based on missing inclusions will not be considered.

c) Ultimate Fitness cannot accept liability for any programme changes, or cancellations, as a result of “force majeure”, for example war or threat thereof, terrorism, fire, sickness, covid 19, bad weather, acts of government or local authority, acts of God (see clause 10). Except in the case of extraordinary circumstances beyond our control we will not cancel a programme less than 8 weeks prior to departure.

d) If we have to make a significant change or cancel (except in the case of “force majeure”), we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of the following options:-

- i. for significant changes, accepting the changed arrangements or
- ii. purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or
- iii. cancelling the booking and obtaining a refund of the money paid (not including flights and Visa fees) - as long as you have given us written notification of cancellation within 7 days of the date on which you were notified of the alterations.

Force Majeure

a) We will not accept liability, or pay any compensation where the performance, or prompt performance of our contractual obligations is prevented, or affected, or you otherwise suffer any loss, or damage, due to circumstances that come under the definition of 'force majeure'. In these booking conditions 'force majeure' means any event that we, or the supplier of the services in question, could not foresee, or avoid, even with all due care. Such events include, but are not limited to war, the threat of war, insurrection, riots, global health risks such as viral outbreaks, Covid 19, and pandemics, strikes, civil action decisions by governments or governing authorities, natural disaster, Volcano eruption, bad weather, technical or maintenance problems with the transport, criminal and terrorist acts or similar circumstances beyond our control.

Accuracy of marketing materials online and off-line

a) Every effort is made to provide as much pricing information as possible on our website and in our brochures and to ensure this information is accurate. Any programme information detailed in our brochure, website, pre-departure packs and any other marketing medium is deemed correct at the time it is written. Regrettably, however, changes and errors do occasionally occur. We cannot accept liability for errors that become apparent, or occur after this material has been produced. Prices and details of products and services and any offers posted online are subject to change without notice and all products, services and offers are subject to availability. We will do our utmost to ensure you are notified of any programme changes that may affect you prior to your departure, if Ultimate Fitness is made aware of the changes in enough time to do so.

If you would like to make a complaint

If you would like to make complaints during your Bootcamp you must communicate with us at your earliest opportunity so that we have sufficient time to be up to rectify any of the issues you face.

Facebook and social media channels are improper methods of communication and will not be responded to. **You must communicate any complaint to us, the supplier of services and the programme representative at the earliest** possible opportunity and whilst you are still on the programme.

Failure to do so will affect our ability to investigate the complaint and your rights under the contract. If we do not know that you have an issue we cannot possibly begin to resolve it so this is really important. If your complaint, or problem is not resolved to your satisfaction you must write to us within 28 days of the programme completion date.

d) Please note your booking contract is through Ultimate Fitness not through any of our in country partners. Should for whatever reason you come to a financial arrangement with them resulting in money is being paid returned to you. Ultimate Fitness is not liable to be any way involved in this transaction and we require notification and agreement of this prior to acceptance by third-party supplier.

e) Ultimate Fitness will only accept complaints directly from the person named on the booking contract. If you have an issue affecting the enjoyment of your holiday, we want to hear first-hand from you what the

problems are so we can go about addressing your concerns. We will not accept or respond to, complaints from third parties including friends or family members on behalf of the person on the booking contract.

Building Work

a) Due to the nature of our trips taking place in developing countries there can often be building work happening around the resorts and facilities where you stay. Whilst we work closely with our partners to ensure that noise is kept to a minimum, and if any works are undertaken that our customers comfort levels are taken in as a priority, we will not accept any request for refunds or lost enjoyment should there be building work going on around your accommodation during your stay.

Conditions of Carriage Suppliers

a) Locally arranged transport is used at times during the programme. You agree to also abide by the terms and conditions of all such carriers related to the trip.

b) Where public transport is used we cannot be held responsible for its standards, nor liable for any damages, loss, or injury, incurred during its use.

Behaviour drugs and drinking.

a) A booking is accepted on the strict understanding that you undertake to comply with the laws, customs, foreign exchange, drug and all other regulations of any countries visited during the programme, as well as all hygiene, safety and security rules. In addition, many of our programmes have their own rules and behaviour guidelines, which are intended to ensure your safety and enjoyment of the programme. You will be advised of any specific programme rules either in your pre-departure information, or during your orientation. Do be aware that in the event that you are found violating such rules, or laws and regulations, or otherwise prejudicing the safety, or well being of a group, or progress of the programme, we may terminate your trip with us without any liability on our part.

b) If at any time you are caught in possession of drugs, or you are caught under the influence of drugs you will be immediately expelled from the programme with no refunds or no liability from Ultimate Fitness to compensate for any missed part of the programme. Please note, in many of the destination countries we have programs in, drug offences carry the death penalty.

c) Alcoholism. If you engage in antisocial, disruptive or reckless behaviour and are deemed to be under the influence of alcohol, or have serious alcohol problems, we reserve the right to immediately remove you from the programme. Many of our activities require you to be sober for health and safety reasons, so this is for your own safety. If you have had serious problems with alcohol in the past, you must inform us at the time of booking and should your conduct become antisocial, disruptive or rude to any members of staff, of our partners staff then we reserve the right to terminate your program without any liability on our part.

d)Smoking. Due to the nature of our products being fitness camps you agree not to smoke on the premises.

e) Complaints. Should we received any complaints about your behaviour from our partners, or other customers on the trip pending an investigation from our end, we will provide you with a written warning failure to adhere to warnings given will result in termination of your trip without any liability on our part.

Non Disclosure Agreement

A) Ultimate Fitness invests considerable time and expense in developing our trips and partner relationships overseas. These relationships valuable to Ultimate Fitness, and indeed also to other travel companies who would be keen to use this information to use competitively against Ultimate Fitness. By agreeing to this booking contract, **you agree not to make available the identity of our overseas suppliers to anyone without our prior written consent.** The details of our overseas suppliers include (but are not limited to) their name, website, email, address, phone number and employees identities. Contact information constitutes confidential information which you made a party to after booking. Upon payment of your deposit, you hereby agree to the following. You will not make available the names or identities of our overseas partners, or their locations , whether they be physical or on the web, websites, email addresses or contact details and social media account. You agree to hold confidential any way that makes it possible to for an individual or company to contact the suppliers directly, or learn their identity.

You agree you will not publish in any medium any contact details, or disclose the identity of any overseas partners companies, organisations or contact people that Ultimate Fitness work with.

B) Should you publish online (including but not limited to on third-party review sites, Facebook, twitter, blogs or any other websites) or disseminate information which discloses Ultimate Fitness overseas suppliers, Ultimate Fitness will ask you to remove this information with immediate effect. Should this not be done with in 24 hours, you agree that you will be in breach of this contract. Furthermore you will be liable to pay 10 times the value of your trip booked to compensate Ultimate Fitness for damages in violation of disclosing our intellectual property.

Marketing Materials

a) Any likeness, or image of you, secured, or taken, on any of our programmes may be used by the Company without charge in all media for bona fide promotional, or marketing purposes, such as in brochures, slides, video shows and the internet. By participating in our programmes you are agreeing to waive any rights to these images, or comments made and agree that they may be used by Ultimate Fitness in future promotions. This includes any images downloaded through third-party websites such as Facebook, YouTube, Twitter, whatsapp groups we have provided you access to, or any other social website which we have been given access to containing images of you on our programmes.

If we have used an image of you, and you are not prepared to give your consent to the image being used please notify us in writing immediately and we will remove the image and delete it from our website if deemed appropriate to do so.

b) Accuracy Of Images On Website

On many of our programmes we use professional photographers to showcase many of the trips, accommodation and activities that might be encountered on our itineraries. Sometimes professional photographers will edit photos to enhance the image with filters so it is presented beautifully. We will not accept any liability on our part if there are differences in the images shown on our website, to other

images that you can produce on trip locally. It is an essential part of the contract acknowledging that your trip is about what you are setting out to achieve, not a contract to stay in a specific hotel if this is depicted as an example of accommodation on trip.

Passports and Visas

a) It is your responsibility to be in possession of a valid passport and any necessary visas, or health documents, as required, for the entire duration of your programme, and to ensure that you meet the entry requirements of the countries that you are traveling to. Requirements may change and you must check the up to date position in good time prior to departure. The name in the passport must match the name on your ticket where provided. We cannot accept liability, or consider refunds if you cannot travel, because of incomplete, or incorrect documentation.

b) For some placements you will need a visa to enter the country it is your responsibility to organise any visas necessary for the trip. If you are denied entry Ultimate Fitness can not be held responsible and no refunds will be given.

Health & Travel Advice

a) Any information, or advice provided by Ultimate Fitness on health and travel advice is not guaranteed to be accurate. We strongly recommend you consult your GP, Dr, or travel clinic before you travel to seek out the best travel advice regarding health matters.

b) if we offer any advice regarding connections, flights, transfers or any other areas outside of specific trip information included in the price the booking, we accept no responsibility for the accuracy of the information given. It is your responsibility to check all information with regard to travel including but not limited to visas, transfers, local laws and customs, health advice and travel to and from the country including entry requirements.

c) In the interests of health and safety, you must comply with the following requirements. If you fail to comply with any of the following, Ultimate Fitness cannot be held liable:

i. You must visit your GP, or reputable travel clinic, several months prior to departure in order to find out what vaccinations you may require and to ensure these are administered within plenty of time.

ii. You must ensure you have all necessary medication/prescriptions.

D) Covid 19 specific:

By joining our bootcamps you agree that you will monitor yourself to see if you have any of the symptoms of Covid 19 at 21 days prior to your start date, 14 days and 7 days. If you are displaying any of the symptoms you must email us immediately to postpone your start date which you can do free of charge if you are on a flexible package. If you have not pre-booked a flexible booking package or have had it included as part of the promotion our standard

If you come down with symptoms of Covid 19 during course of the bootcamp for the safety of others you will be removed from the bootcamp and asked to self isolate at your own expense in a hotel. Refunds will not be given so please ensure that you have travel insurance that would cover you if such a circumstance occurs.

Ensuring you are capable to participate in the programme is your responsibility.

a) We reserve the right at any time to require you to produce a Doctor's certificate of fitness to participate in the programme. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the programme, you must advise us of this at the time of booking. This includes any medical problems such as alcoholism, dependency on drugs or any other addiction.

If we reasonably feel that we are unable to accommodate your needs, due to particular health requirements, we must reserve the right to decline your reservation, or if full details are not given at the time of booking, cancel when we become aware of these details and apply cancellation charges as described in Clause 8 of these conditions.

If any medical reason or state of fitness you are unable to begin a program you have been booked on. There will be no refunds made available. Please ensure you are medically capable of beginning the programme prior to booking.

b) Special requests must be made at the time of booking. We will pass on your request to our appropriate partners, or service providers, but cannot guarantee that these will be accommodated.

Flights & Transfers

a) It is your responsibility to arrange and pay for any flights, including any internal flights. Ultimate Fitness cannot be held responsible for any action, negligence, or event relating to the purchase, or operation of flight tickets, or flights. Further, Ultimate Fitness will not be responsible for any costs, or refunds, due to changes, or delays in flights.

b) In the event that your placement is cancelled or postponed, due to circumstances beyond our, or our partner's control, we and/or our partner cannot be held responsible for any expenses incurred. This includes any flight, travel, or other costs including, but not exclusive to, any charges made by the airlines for cancelling, changing, or transferring flights, or other arrangements. Compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available directly from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of the price of your arrangements from us.

c) If you have been denied entry into a country because you have not acquired the necessary visas, or met the necessary entry requirements, we accept no responsibility for any loss financially of you not being able to attempt programme. Please ensure you have ranged your visas in good time before travel.

Clauses relating to specific programs.

a) You agree to advise us of flight arrival details and of any changes that may be made to your arrival

details at the earliest possible opportunity through our flight details form. Should you arrive outside the agreed start date/time for your programme, or do not advise of your correct arrival details, you will have to cover transfer costs.

b) Accommodation and meals will be arranged for programmes where specified within individual programme details. It is your responsibility to confirm with Ultimate Fitness whether or not they are included in your booking fee and to advise us of any special dietary requirements. Please be aware that accommodation, food and facilities that you will be provided with will be of a local standard. You may be required to share a bathroom and/or bedroom and these may differ to the standard you are accustomed to.

a) All matters, or disputes arising out of this contract shall be governed by and construed in accordance with the laws of the UAE and are subject to the jurisdiction of the UAE courts.

Limited liability and release waiver

In submitting your booking form and agreeing to these terms and conditions you hereby affirm that you are aware the Ultimate Fitness activity you have chosen to book has inherent risks which may result in serious injury or death at here by agree not to hold Ultimate Fitness, its employees, directors, partners or associates in any way (referred to as released parties) liable for any injury, loss, death or any negative effects of participating in the activity.

WAIVER OF LIABILITY FOR TRAINING AND GYM USE

Upon payment of your invoice and thereby confirmation of agreement to this contract you hereby understand and acknowledge that the training, programs and events held by the Ultimate Fitness may expose you to many inherent risks, including accidents, injury, illness, or even death.

You assume all risk of injuries associated with participation including, but not limited to, falls, contact with other participants, the effects of the weather, including high heat and/or humidity, and all other such risks.

You hereby acknowledge your responsibility in communicating any physical and psychological concerns that might conflict with participation in activity.

You acknowledge that you are physically fit and mentally capable of performing the physical activity you have choose to participate in.

You understand and agree that you are not only giving up your right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from your death or injury. You further represent you have the authority to do so and that your heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of your representations to the Released Parties.

After having read this waiver and knowing these facts, and in consideration of acceptance of your participation and Ultimate fitness furnishing services, you agree, for yourself and anyone entitled to act on your behalf, to HOLD HARMLESS, WAIVE AND RELEASE Ultimate fitness, its officers, agents,

employees, organizers, representatives, and successors from any responsibility, liabilities, demands, or claims of any kind arising out of my participation any Ultimate fitness training, programs and/or events or activities.

By payment of the confirmation invoice you confirm you have read and understand this Waiver of Liability. You also confirm this this is a waiver and a release of liability and you voluntarily agree to its terms. You accept that even though you have not physically signed a piece of paper with these details by paying the confirmation invoice, either directly to ultimate fitness or through one of their agents you have agreed to this limited liability release.

I also understand that fitness activities are physically strenuous activities and that I will be exerting myself during this program, and that if I am injured as a result of heart attack, panic, equipment malfunction, or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I further state that I am of lawful age and legally competent to agree this liability release, or that I have acquired the consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights.

You further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the un-enforceable provision had never been contained herein.

Accident or injury.

Should you be involved in an accident or injury through no fault of Ultimate Fitness, you agree that you are 100% responsible for any medical costs, or costs associated with assistance afforded by Ultimate Fitness.

This includes accommodation undertaken by family members, transfers and any other assistance needed should you have an accident. Please note we strongly advise you obtain adequate travel insurance, and this is a requirement of joining our program, please check the travel insurance will cover you adequately.

If you are injured through your own physical exertion on any of our programmes you are 100% liable for any medical costs or costs associated with assistance afforded by Ultimate Fitness. If you are to be injured Ultimate Fitness is not to be held liable as by agreeing to this contract you fully understand that physical strenuous activities do carry risk and you agreed to the undertaking at your own risk.

Bicycle Hire

On certain Ultimate Fitness programs you are given access to bicycles, sometimes these are rented sometimes they are included in the programme. Should you be involved in an accident or injury whilst cycling, you hereby agree not hold Ultimate Fitness, its employees, directors, partners or associates in any way responsible. Utilisation of bicycles is entirely at your own risk, you are responsible for checking the bicycle over prior to using it and ensuring it is in a suitable condition for use. If you deem it unsuitable

please contact Ultimate Fitness or our representatives who have made the bicycle available to you. Upon payment of your invoice and agreement of this contract, you hereby waive any rights to sue, or claim financial compensation should you have an accident whilst in possession of a bicycle obtained by Ultimate Fitness. You also agree that you will wear adequate protective clothing, such as a helmet when you are utilising the bicycles.

Should you be given a bicycle or hire one Ultimate Fitness, you hereby agree to take full responsibility of the bike for the entire duration whilst it is in your possession. You agree that you will cover the cost of the bicycle in full if it is damaged, lost or stolen whilst under your care. Should we need to replace the bicycle or repair it there will be a maximum charge of €250 which needs to be settled in full prior to the end of your holiday. Please only accept custody of the bicycle if you fully understand and have read these terms and conditions.

Motorbike Hire

Ultimate Fitness does not hire motorbikes, and we strongly advise against the use of motorbikes. We will take no responsibility should you have an accident or any issues resulting from being a passenger on or driver of a motorbike. If you do hire a motorbike this is entirely at your own risk, and please ensure that you know how to control it and wear a helmet at all times.

Stand-up paddle or other water -related activities

certain programs include water -related activities which are inherently dangerous, or carry risks not limited to drowning or other injuries like cutting yourself on sharp coral, shells or stings. You hereby agree that you undertake these activities at your own risk, and will not hold ultimate fitness liable for any accidents that may happen during these activities.