



BEAST MO TRAINING

WAIVER, RELEASE & DISCLAIMER

Striking & Kickboxing · Functional Fitness · Longevity Training · Self-Defence

Mehrdad Osanlouy t/as Beast Mo Training · ABN 53 712 182 017 · Sydney, NSW

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This waiver applies to your participation in coaching and training with Beast Mo Training (Mehrdad Osanlouy, ABN 53 712 182 017). If you have signed our Training Agreement, that Agreement already contains these terms and this form simply restates them. For casual or drop-in clients, please read and sign this form before your first session. A parent or legal guardian must sign for a participant aged 12–17.

1. Participant details

Participant full name			
Date of birth		Phone	
Program / session		Under 18?	

2. Disclaimer

Beast Mo Training provides coaching and general fitness guidance. It is not medical advice and is not a substitute for advice from your doctor. Participation is voluntary. You should obtain medical advice before starting if you have any health concern, and you confirm you are not aware of any medical reason you cannot safely take part (or have disclosed it on the Health Screening Form).

3. Risk warning

RISK WARNING — PLEASE READ (given under s 5M, Civil Liability Act 2002 (NSW))

Striking and combat-sports training — including boxing, kickboxing, Muay Thai, MMA striking, pad and bag work and fitness conditioning — is a **recreational activity that involves significant and inherent risks** of physical harm, including bruising, sprains, strains and muscle tears; fractures, dislocations and joint injuries; head, neck or spinal injury; cardiovascular events during or after exertion; and, in rare cases, serious permanent injury or death. Some of these risks are obvious and cannot be eliminated even when reasonable care is taken. **By participating, you accept these risks.**

4. Assumption of risk, waiver and release

Assumption of risk. You confirm you have read the Risk Warning above, understand the inherent risks of the activities, and voluntarily assume all such risks and choose to participate with full knowledge of them.

Obvious risks and dangerous recreational activity. You acknowledge that striking and combat-sports training is a dangerous recreational activity and that the risks in the Risk Warning are obvious risks of that activity. Under section 5L of the Civil Liability Act 2002 (NSW), we are not liable for harm you suffer as a result of the materialisation of an obvious risk of a dangerous recreational activity.

Recreational-services waiver. To the maximum extent permitted by law, and in particular under section 139A of the Competition and Consumer Act 2010 (Cth) and sections 5M and 5N of the Civil Liability Act 2002 (NSW), you agree that Beast Mo Training excludes, restricts and modifies any liability, guarantee, warranty, term or condition (including any consumer guarantee that the services will be rendered with due care and skill or be reasonably fit for purpose) to the extent it relates to death or personal injury arising from your participation in the recreational services we supply.

Release. To the maximum extent permitted by law, you release Beast Mo Training, Mehrdad Osanlouy and any venue operator from any claim, loss, damage or liability arising from your participation.

What is not excluded. This waiver and release do not apply where the harm results from our reckless conduct, gross negligence or wilful misconduct. Nothing here excludes, restricts or modifies any consumer guarantee, right or remedy you have under the Australian Consumer Law or any other law that cannot lawfully be excluded. In these documents, gross negligence means a conscious act or omission showing reckless disregard for your safety; ordinary errors of judgement or good-faith training decisions are not gross negligence.

5. Media

We will not photograph, film or publish any image of you without your prior written consent on our Media Consent Form.

6. Governing law

This waiver is governed by the laws of New South Wales, Australia, and the courts of NSW have jurisdiction. If any part is found unenforceable, the rest continues to apply.

7. Acknowledgement and signature

I have read and understood this Waiver, Release and Disclaimer, including the Risk Warning, and I sign it freely.

Participant (or parent / legal guardian if under 18) signature	
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Full name (printed)	Date (DD / MM / YYYY)
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If signing for a minor: I, _____, confirm I am the parent or legal guardian of the above-named participant and sign on their behalf. Relationship: _____