



IMMERSIVE FITNESS WARNING AND WAIVER

The terms and conditions in this warning and waiver are in addition to any general terms and conditions you may have signed or be subject to due to your use of Pure and the Pure Facilities, and also in addition to the Immersive Fitness Terms and Conditions, and should be read in conjunction with the same.

Your Physical Condition and Safety

1. You acknowledge that Immersive Fitness is a form of high intensity interval training ("HIIT") comprising alternating periods of short intense exercise with less intense recovery periods. Immersive Fitness is a HIIT cycle class synchronized with a video content screen in a purpose built studio, as such the exercise is carried out in a darkened environment with special effects such as flashing, strobe lighting, rapid image changes and other visual stimuli, as such participation in Immersive Fitness may in general cause nausea, vertigo, disorientation or other cognitive disability, and has the potential to trigger seizures for persons suffering from photosensitive epilepsy. If you have this medical conditions or other medical conditions, which may bring about seizures then you should not participate in Immersive Fitness.
2. You understand that it is your responsibility to consult a physician regarding your ability to participate in Immersive Fitness and that participating in the physical activities undertaken during Immersive Fitness imposes extra physical demands upon you, over and above those you may experience when engaging in general cycle exercises.
3. You shall not participate in Immersive Fitness whilst suffering from any infections or contagious illness, disease or other ailment including but not limited to open cuts, abrasions, open sores or minor infections, where there is any risk that such use or participation in such condition may be detrimental to the health, safety, comfort or physical condition of other participants of Immersive Fitness; you will bring any such matters to the attention of the staff of Pure if in any doubt.
4. In addition to (c) above if you are pregnant, under medication and/or suffering from or having suffered from any medical disability you are strongly advised to seek the advice of a qualified medical practitioner before participating in Immersive Fitness and you should not participate if there is a risk to your health.

Limitation of Liability/Release/Indemnity

1. You hereby acknowledge that you are aware that in participating Immersive Fitness available at Pure, there is the risk or possibility of injury (including but not limited to seizures) with the use of the visual stimuli including strobe and flashing lights and rapidly changing images, you voluntarily accept these inherent risks.
2. You take full responsibility for any injury, loss or damage to your person/property that may arise directly or indirectly from your participation in Immersive Fitness.
3. You have consulted a qualified medical practitioner recently and know of no reason why you should not participate in Immersive Fitness.
4. You have no physical or mental restrictions, disabilities or any predispositions to sickness or injury that may be aggravated or adversely affected as a result of your participation in Immersive Fitness.
5. You promise that you will participate in Immersive Fitness at all times in accordance with the instructions given by Pure and you acknowledge that Pure will not be liable for injury or damage sustained if you participate in Immersive Fitness before you have received proper instruction or contrary to such instruction.
6. To the fullest extent permitted by applicable laws, you hereby agree that Pure, its related corporations and their respective servants, agents, employees, staff and Les Mills*(collectively referred to in this Clause 6 as the "Pure Group") shall not be liable in contract, tort (including without limitation negligence), pre-contract or other representations or otherwise out of or in connection with your participation in Immersive Fitness, for any claims, demands, damages, economic losses (including without limitation, loss of revenues, profits, contracts, business or anticipated savings), loss of good will or reputation, or special or indirect consequential losses in any case.
7. You will not now or in the future, directly or indirectly, seek to claim compensation from the Pure Group, or other participants in Immersive Fitness, for any injury, loss, costs or damages occurring, or arising from, your participation in Immersive Fitness. You hereby release the Pure Group and other participants at Immersive Fitness from any claim for injury, loss, costs or damages occurring, or arising from, your participation at Immersive Fitness. You understand and acknowledge that Pure does not manufacture fitness or other equipment at its facilities, but purchases and/or leases equipment and you understand and acknowledge that Pure is providing recreational services and may not be held liable for defective products. You hereby agree to indemnify, defend and hold Pure harmless against any liability, damages, legal fees, or from any other costs incurred in connection with claims caused by your negligence or other wrongful acts or omissions, even if Pure was negligent.
8. You hereby agree to defend, fully indemnify on demand and hold harmless the Pure Group from and against all liabilities, claims, expenses, damages and losses including legal fees (on an indemnity basis) which the Pure Group may suffer arising from any breach of these terms and conditions by you, or in connection with any act, omission, default, negligence or conduct attributable to you.

Name (in full): _____

Pure Card /
HKID No: _____
(please provide the first 4 digit of your HKID)

Date: _____

Signature: _____