

TERMS AND CONDITIONS

IN CONSIDERATION of being allowed to participate in the Activity and other good and valuable consideration, the receipt of which is hereby acknowledged, I (the "Participant") agree with Minerva Health And Wellness Limited of 72 Apollo Drive, Albany (the "Activity Provider") to the following:

1. Introduction 1.1 These terms and conditions govern the use of the testing services provided by Minerva Health and Wellness Limited ("Minerva"). 1.2 By using any of the services provided by Minerva, you agree to these terms and conditions. 1.3 Minerva reserves the right to change these terms and conditions at any time.
2. Services 2.1 Minerva provides the following testing services: a. fit3D body scans b. Functional Movement Screens c. Central blood pressure reading and pulmonary lung function tests using spirometry through Uscom d. Grip testing e. Blood testing through i-screen. 2.2 The testing services are not medical advice nor are they provided by medical practitioners.
3. Age Restriction 3.1 You must be at least 18 years old to use any of the testing services provided by Minerva.
4. Accuracy of Information 4.1 You agree to provide accurate and complete information when using any of the testing services provided by Minerva.
5. Illegal or Unauthorized Use 5.1 You agree not to use any of the testing services provided by Minerva for any illegal or unauthorized purpose.
6. Limitation of Liability 6.1 The testing services provided by Minerva are provided on an "as is" basis without any warranty or guarantee of any kind. 6.2 Minerva is not responsible for any loss or damage that you may experience as a result of your use of the testing services.
7. Additional Terms and Conditions 7.1 The following additional terms and conditions apply to specific testing services provided by Minerva: a. fit3D b. Functional Movement Systems c. Uscom d. i-screen
8. Governing Law 8.1 These terms and conditions shall be governed by and construed in accordance with the laws of New Zealand. 8.2 Any disputes arising from or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the New Zealand courts.
9. Contact Information 9.1 If you have any questions or concerns about these terms and conditions or any of the testing services provided by Minerva, please contact us at [insert contact information].
10. Personal Health Data 10.1 You consent to your personal health data being shared with relevant health practitioners to provide optimal and personalized service.
11. DETAILS OF ACTIVITY The Participant will be participating in the following activity: Health, fitness, and general wellness services, data, and information collection. (the "Activity") provided by the Activity Provider.
12. CONSIDERATION Being of an age 18 and above and in consideration of being permitted to participate in the Activity, the Participant releases and forever discharges the Activity Provider, its owners, directors, officers, employees, agents, assigns, legal representatives, and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims, and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the Activity, and notwithstanding that such damage, loss, or injury may have been caused solely or partly by the negligence of the Activity Provider. The Participant understands that the

Participant would not be permitted to participate in the Activity unless the Participant signed this Waiver. CONCURRENT RELEASE The Participant acknowledges that this Waiver is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant by the Activity Provider and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives, and assigns.

13. NATURE OF SERVICES Participants acknowledge that they have been fully informed regarding the nature of The Activity that is provided. In particular, while we believe The Participant will benefit from The Activity, we have made no representations, promises or warranties regarding the results of The Activity. We have not guaranteed that the Activity provided will cure or substantially improve any condition/concern for which the Participant may have. The Activity is also not a replacement for medical advice and any health concerns that are raised in the process should be dealt with by the appropriate medical professionals.
14. FITNESS TO PARTICIPATE The Participant acknowledges to the Activity Provider that the Participant does not have any physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent the Participant from participating in the Activity. If required, the Participant will obtain a medical examination and clearance.
15. CONFIDENTIALITY All practitioners are bound by their professional code of conduct regarding their confidentiality. It will only be breached if you say something that implies danger to yourself or others. In that case, the practitioner will first attempt to get guidance from a colleague. During that consultation, the practitioner will not give any identifying information about you. The consultant is also legally bound to keep the information confidential. In situations of risk to yourself or others, it may be necessary to release information to a third party (Doctor, nurse, or significant other, police, etc). All information collected and stored will be done so in accordance with the Health Information Privacy Code 2020.
16. FULL AND FINAL SETTLEMENT The Participant acknowledges and agrees with the Activity Provider that: (1) the Activity Provider has given the Participant sufficient time to carefully read this Waiver, (2) the Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Waiver, (3) the Participant fully understands the risks and claims that the Participant is waiving to participate in the Activity, (4) the Participant is freely and voluntarily executing this Waiver, and (5) the Participant is forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the Activity.
17. GOVERNING LAW This Waiver will be governed by and construed in accordance with the laws of New Zealand.

I accept these terms and conditions.