

GENERAL RELEASE, TERMS AND CONDITIONS OF AGREEMENT

1. Before beginning any exercise program, it is wise to have a medical check up, especially if you have not had an exam in over a year. In most cases, you are probably all ready to go and begin exercising, but your physician will be able to give an unconditional go-ahead. An important point to remember is to start slowly. Over doing it could injure your muscles and tendons. It is best to build your exercise on a day by day, week by week basis. The goal is a state of physical health which includes muscle tone, flexibility, aerobic endurance along with healthy eating habits.
2. I understand that I am embarking in a physical training program; therefore, I release *SHAPE 4 LIFE PRIVATE FITNESS, LLC* and any instructors involved from any liability, damages, and all claims while participating in this program. I understand that shortness of breath, fatigue or chest pains are signs that I should reduce my intensity or discontinue entirely. I will inform the person administering my program and sessions about these or any other symptoms that may arise in my health. I have been informed about risks such as change in blood pressure, feeling faint, structural risks, heart arrhythmia and possible heart attack even death that may occur during my program. I hereby covenant and agree to release, indemnify and hold harmless its owners, employees, and subcontract agents from any and all losses, costs, claims, damages, injuries or negligence, including strict liability, arising out of or in any way connected with my participation in this program.
3. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in these activities or use of equipment or machinery. I do hereby acknowledge that I have been informed of the need for a physician approval for my participation in the exercise activities, programs and use of exercise equipment. I also acknowledge that it has been recommended that I have a yearly or more frequent physical exam and consult with my doctor as to physical activity, exercise and use exercise equipment. I acknowledge that either I have had a physical exam and been given my doctors permission to participate or I have decided to participate in the exercise activities, programs and use of equipment without the approval of my doctor and do hereby assume all responsibility for my participation in said activities, programs and use of equipment.
4. All program and service fees are due prior to services. Supplemental terms if any: _____.
5. Cancellations; must be made at least 3 hours in advance of scheduled sessions. Sessions cancelled less than 3 hours in advance will be subject to a non-cancellation fee or logged as a session used.
6. Late arrivals; sessions shall start at the scheduled time. Sessions will not be extended due to the tardiness of client or due to interruptions caused by the client. Any client who has not arrived within 15 minutes after their scheduled time shall be deemed to have cancelled and will be charged for that entire session.
7. Transferability; this agreement shall be binding only between *SHAPE 4 LIFE PRIVATE FITNESS, LLC* and the undersigned client. Client may not sell, assign or transfer his/her rights to trainers services to any other party without trainers prior written permission. Guests may be permitted upon prior approval of trainer.
8. Inclement weather; in the event of inclement weather, the 24 hour cancellation policy set forth in section 5 shall not be applicable. Cancellation determinations shall be made by trainer and client the night before the scheduled session. Any session cancelled due to inclement weather shall be rescheduled immediately by client.
9. Service program refunds; in the event that a prolonged circumstance prevents completion of the contracted sessions within the time prior set forth in this agreement, client may take an extended period of time, not to exceed one year, to complete said sessions. There shall be no cash refunds.
10. Product refunds; *SHAPE 4 LIFE PRIVATE FITNESS, LLC* shall issue no cash refunds for product purchases made. All sales are final. Please contact the product manufacturer for all questions and concerns.
11. Physical limitations; client shall inform and advise trainer of any and all physical disabilities or limits of client before or during this program.
12. Disclaimer of guarantee; nothing in this agreement and nothing in the trainer's statements to client shall be interpreted or construed as a promise or guarantee about the progress or result of clients fitness program.
13. The buyer may cancel this contract by sending a letter to *SHAPE 4 LIFE PRIVATE FITNESS, LLC* and mailing it to the address of 921 Eastwind Drive, Suite 114, Westerville, OH 43081. This letter must be received within three days from the date this special program agreement is signed.
14. Limitation of liability; client hereby agrees to hold trainer harmless for any injuries or accidents suffered by client during a session with trainer.
15. Collection; in the event that legal action should need to be initiated to collect any overdue amounts from client under this agreement, trainer shall be entitled to recover interest at a rate of 1.5% per month or 18% per annum, and any such reasonable attorney fees and costs involved in initiating such action.
16. Entire agreement; this agreement sets forth the entire understanding of the parties and may not be changed except by the written consent of both parties.

Signature

Date

Email Address

Cell Phone #

Studio Owner Signature

Date