

FITBODY STUDIO PERSONAL TRAINING AGREEMENT

FitBody Studio collects payment for personal fitness training on a pre-pay basis. **FitBody** trainers work on a scheduled appointment basis at 2402 N. Nevada Avenue, Colorado Springs, CO 80907. Please sign policy item, training package to purchase and sign at the bottom.

POLICIES

1. Refunds

A refund is allowed if a client's medical condition exists that makes it impossible to continue working with a trainer. In this case, **a physician's written notification is required.**

2. Inactive Period

If a freeze on use of a purchased training package is needed, a written email request to trainer is required. Training sessions following a **30-day inactive period are non-refundable.** Sessions unused after a **90-day inactive period will no longer be available.** Sessions may be transferred to another individual within the 30-day inactive period.

3. Appointment Cancellations by Client

CLIENT CANCELLATIONS: In order for us to effectively use our time we ask that clients give trainers **a 24-hour notice when canceling an appointment.** Personal training sessions **canceled inside 24 hours of the scheduled appointment will be charged at the normal rate of a single session.** **When canceling or rescheduling within 24-hours call your trainer directly.** If your personal trainer is unable to keep your scheduled appointment for any reason and is unable to give you at least a 24-hours notice **you will receive a free personal-training session.**

4. Appointment Cancellations for Partner Training Sessions

Canceling an appointment with a group/partner package. If a participant in group/partner session cancels greater than a 24-hour notice and the other buddies maintain their session, the cancelled buddy will forfeit their session unless everyone agrees to reschedule the training session.

5. Late Arrival

If late to training session, the session must finish on time.

6. Transfer Policy

Training sessions can be transferred to another participant with a written advanced notice.

7. Facility Use

The client will have use of the cardio equipment if authorized trainer or owner is present. Use of the weight equipment at Facility without direct supervision is strictly prohibited.

LIABILITY AGREEMENT

I, _____, (referred to as the "client") have read the aforementioned and understand and accept these policies as they relate to personal fitness training procedures with my **FITBODY STUDIO** personal trainer, (referred to as the "trainer").

The client acknowledges that any fitness program involves risk of injury. The client represents that they have been recently examined by a medical doctor and are able to undertake an exercise program. The client agrees that the exercise program shall be at their own risk and the trainer shall not be liable to client, nor any other person, for any claims or causes of action whatsoever arising out of or connected with the services of the trainer. The client hereby releases and discharges trainer from any such claims, actions, demands, damages, costs, loss of service, expenses, claims of bodily injury, personal injury, etc.

I accept charges for appointments canceled within 24 hours of my scheduled appointment at the normal rate of a single session.

Acknowledged and Agreed.

SIGNATURE: _____ Date: _____

PAYMENT AGREEMENT

This agreement is between: _____ (referred to as "Client") and FitBody Studio for an auto-renewal of the selected personal training package above. The auto renewal feature will automatically charge another package at the end of all sessions used. Contract Duration and Automatic Renewal: Contract is in force for payment from the Contract Start Date, with automatic renewal for subsequent class or training session pack payments, unless cancelled by either Client or FitBody Studio with notification of 30 days in advance of the next billing cycle to wellness@fitbodystudio.com.

Agreement to Pay Recurring Fees: Client agrees to pay FitBody Studio recurring package fees listed above via Client authorized automatic credit card or checking account ACH charges. Client's form of payment will be charged when the total sessions have been used. Please read and sign below. (a) I agree to purchase the package marked above, as an automatic charge to my credit card, or automatic debit to my checking account for each cycle of sessions. (b) I hereby certify that I am the holder of the credit card, or an authorized signer on the bank checking account detailed below. (c) I understand that I will be notified if my credit card or checking account payment fails to authorize for any reason, and that a \$10 late fee will apply if I do not provide a valid credit card or checking account ACH information within 10 calendar days of the original rejection date. (d) I understand that my service will be deactivated if my account becomes more than 30 calendar days late.

SIGNATURE: _____ Date: _____

CREDIT CARD #: (Submit details in person at studio)

CREDIT CARD EXPIRATION DATE: (Submit details in person at studio)

CVV CODE #: (Submit details in person at studio)

BILLING ADDRESS ASSOCIATED WITH CARD:

