Neptune Fitness Terms and Conditions

By enrolling in a Neptune Fitness LLC personal training program, I acknowledge that I have read, understand, and agree to the following Terms & Conditions:

1. Initial Term & Automatic Renewal

My initial program term is the term identified on the Trainerize payment link at the time of enrollment.

For programs enrolled in recurring monthly billing, after completion of the initial term, the program will automatically continue on a month-to-month basis at the then-current monthly rate for the applicable training frequency unless cancelled in accordance with the cancellation policy below.

Paid-in-Full ("PIF") programs do not automatically renew. PIF programs end upon completion of the purchased initial term. Neptune Fitness may contact me prior to the end of my program regarding available continuation or renewal options.

2. Payment Options

My program may be purchased through recurring monthly payments or as a Paid-in-Full ("PIF") package, as identified at the time of enrollment.

For recurring monthly programs, my payment method will be automatically charged according to my selected billing schedule.

For PIF programs, the full program price is collected at enrollment. No additional program payment is due during the purchased term unless I purchase additional services or increase my training frequency.

PIF programs do not automatically renew or convert to recurring monthly billing. Any continuation of training after completion of a PIF program requires a new purchase or enrollment.

3. Monthly Billing & Session Release

For clients enrolled in recurring monthly billing, my monthly payment will be automatically charged on my scheduled billing date. My allotted monthly sessions will be released to my account upon successful payment.

Monthly payments will continue as scheduled regardless of the number of unused or banked sessions remaining on my account.

For PIF clients, sessions will be made available according to the program and scheduling structure established by Neptune Fitness.

4. Cancellation After Initial Term

After completing my initial term, I may cancel my month-to-month program by providing at least 30 days' written notice to info@neptune-fitness.com.

I remain responsible for any payments due during the 30-day notice period.

5. Early Cancellation During Initial Term

Except as otherwise required by applicable law, clients enrolled in a recurring monthly payment program who choose to cancel before completing their initial term may do so by paying an early termination fee equal to 50% of the remaining program balance.

PIF program purchases are non-refundable and are not eligible for prorated refunds for unused time or sessions except where otherwise required by applicable law or pursuant to an approved medical cancellation.

The early termination fee may be waived when a licensed medical provider certifies that the client is unable to participate in a physical training program for at least three months.

For PIF clients with an approved medical cancellation, Neptune Fitness may provide an appropriate prorated refund or account credit based on the circumstances and applicable law.

All early cancellation requests and supporting documentation must be submitted directly to info@neptune-fitness.com.

6. Membership Pauses

Personal training programs, billing schedules, and initial program terms may not be paused or suspended due to vacations, travel, scheduling conflicts, unused or banked sessions, temporary absences, or other personal circumstances.

A medical pause may be considered when supported by documentation from a licensed medical provider stating that I am temporarily unable to participate in physical training.

All medical pause requests must be submitted to info@neptune-fitness.com and are subject to Neptune Fitness approval and applicable law.

7. Unused & Banked Sessions

Unused sessions will remain available in my account and may be used in the future, subject to trainer availability and these Terms. Unused sessions do not expire solely because my initial program term or PIF program has ended.

Sessions may be used more frequently than my regular weekly schedule when mutually agreed upon by my trainer and me and subject to trainer availability.

The existence of unused or banked sessions does not pause, reduce, or otherwise alter my monthly billing obligation, initial program term, or payment schedule.

Banked sessions have no cash value, are non-refundable, and are non-transferable unless otherwise approved in writing by Neptune Fitness.

8. Session Length

One-on-one personal training sessions are 45 minutes.

Partner training sessions are also 45 minutes unless otherwise specified by Neptune Fitness.

9. Session Cancellation & No-Show Policy

I agree to provide my trainer with at least 24 hours' notice when cancelling or rescheduling a scheduled session.

Sessions cancelled with less than 24 hours' notice or missed without notice may be deducted from my available session balance.

Neptune Fitness may make exceptions at its discretion.

10. Session Balance & Scheduling Discrepancies

I am responsible for reviewing my scheduled, completed, cancelled, and available sessions and notifying Neptune Fitness promptly of any suspected discrepancy.

Requests to research or adjust session balances, attendance records, cancellations, or other scheduling discrepancies must be submitted to info@neptune-fitness.com within 90 days of the date of the session in question.

Neptune Fitness is not responsible for researching or making adjustments to session records more than 90 days old except where otherwise required by applicable law.

11. Program Frequency

My monthly session frequency may not be decreased during my initial program term.

I may increase my monthly session frequency at any time, subject to trainer availability and applicable pricing.

After completion of my initial term, changes to program frequency may be requested through Neptune Fitness and will be subject to current pricing, trainer availability, and applicable program terms.

12. Trainer Assignment & Scheduling

My specific trainer is subject to change based on availability, scheduling, staffing, location, or other business needs.

Neptune Fitness Corporate Office will coordinate my first scheduled session with my trainer. Sessions thereafter will generally be scheduled directly between my trainer and me.

I agree to contact info@neptune-fitness.com promptly if I experience difficulty scheduling sessions or communicating with my trainer.

13. Partner Training

When enrolled in partner training, pricing is based on two participants training together.

If one participant discontinues partner training, Neptune Fitness may adjust the remaining participant's program and pricing to the applicable individual training rate upon notice.

Partner training is subject to trainer availability and requires both participants to comply with applicable Neptune Fitness policies, Terms & Conditions, and liability requirements.

14. Medical Readiness to Participate

I certify that I am physically and medically able to participate in personal training and exercise activities.

I understand that it is my responsibility to consult with a physician or other qualified healthcare provider before beginning or continuing an exercise program if I have any medical condition, injury, limitation, symptoms, or other concern that may affect my ability to safely participate.

I agree to promptly inform Neptune Fitness and my trainer of any injury, medical condition, physical limitation, or change in my health that may affect my ability to safely participate in training.

I understand that Neptune Fitness and its trainers do not provide medical advice, diagnosis, or treatment, and I will not participate in any activity that I have been advised by a qualified healthcare provider to avoid.

15. Refund Policy

Personal training programs, monthly payments, PIF purchases, and unused sessions are non-refundable except where otherwise specifically provided in these Terms or required by applicable law.

Unused or banked sessions have no cash value and may not be exchanged for a refund.

16. Automatic Payment Authorization

For programs utilizing recurring monthly billing, I authorize Neptune Fitness LLC to automatically charge my payment method for program dues according to the billing schedule and Terms described above.

Payments will be processed regardless of the number of unused or banked sessions on my account unless my program has been properly cancelled or an authorized medical pause has been approved.

This automatic payment authorization does not apply to renewal of Paid-in-Full programs. PIF programs do not automatically renew or convert to recurring monthly billing.

17. Acceptance of Terms

By submitting payment, I acknowledge that I have read, understand, and agree to these Personal Training Terms & Conditions and that they serve as a binding agreement between me and Neptune Fitness LLC.

WAIVER & RELEASE OF LIABILITY

In consideration of the risk of injury while participating in personal training (the “Activity”), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this Waiver and Release of Liability and hereby waive any and all rights, claims, or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Neptune Fitness LLC, located at 20731 Holyoke Ave, #229, Lakeville, MN 55044, its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, along with Property Management & Property Owners, their affiliates, and their respective members, directors, officers, employees, and agents, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economic or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS’ NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM, AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless Neptune Fitness LLC against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Neptune Fitness LLC incurs any of these types of expenses, I agree to reimburse Neptune Fitness LLC.

I acknowledge that Neptune Fitness LLC and its directors, officers, volunteers, representatives, and agents are not responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Neptune Fitness LLC.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic, and actions of others, including but not limited to participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE NEPTUNE FITNESS LLC AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION, AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST NEPTUNE FITNESS LLC FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Neptune Fitness LLC, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with such actions.

This agreement was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both I and Neptune Fitness LLC agree that this agreement is clear and unambiguous as to its terms and that no other evidence will be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed severable or invalid, or if any term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

In the event of an emergency, please contact the person listed on my Trainerize consultation form.

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM 18 YEARS OF AGE OR OLDER AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT, AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

By submitting payment, I acknowledge that I have read, understand, and agree to the above Waiver and Release of Liability and that it serves as a binding agreement.