



📍 23110 Florida Highway 54, STE 137, Lutz, FL 33549 | ☎ 804-205-0165 | ✉ maxymusclemovement@gmail.com

TERMS & CONDITIONS

1. PARTIES TO THE AGREEMENT

INFORMATION: Maxy Muscle Movement LLC ("Company," "we," "our" or "us"), and its successors and assigns. Maxy Muscle Movement LLC is an independently owned and operated. Maxy Muscle Movement, LLC does not own or operate the facility and is not a party to this agreement.

STUDIO OF ENROLLMENT: ("Home Studio"): Maxy Muscle Movement Chapel 1281 Bruce B. Downs Blvd, Wesley Chapel, FL 33544

MEMBER INFORMATION:

Name:
(*Member,* "you" or "your")

Email:

Address:

Home No:
(optional)

Cell No.:
(required)

Work No.:
(optional)

BUYER INFORMATION: (if different from Member; the Buyer is the person paying for services)

(*Buyer*)

1. RELEASE OF LIABILITY; ASSUMPTION OF RISK; INDEMNITY

PARTICIPATING IN THE STRETCHING ACTIVITY AND/OR HOME/OFFICE VISITS BY MAXY MUSCLE MOVEMENT LLC. INVOLVES THE RISK OF INJURY TO YOU OR YOUR GUEST(S). WHETHER YOU OR SOMEONE ELSE CAUSES IT. SPECIFIC RISKS VARY FROM ONE ACTIVITY TO ANOTHER AND THE RISKS RANGE FROM MINOR INJURIES TO MAJOR INJURIES, SUCH AS CATASTROPHIC INJURIES INCLUDING DEATH. IN CONSIDERATION OF YOUR PARTICIPATION IN THE ACTIVITIES OFFERED BY MAXY MUSCLE MOVEMENT LLC, YOU UNDERSTAND AND VOLUNTARILY ACCEPT THIS RISK AND RELEASE MAXY MUSCLE MOVEMENT LLC, AND EACH OF THEIR RESPECTIVE AFFILIATES, AND EACH OF THE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AGENTS AND INDEPENDENT CONTRACTORS THEREOF (THE "RELEASEES"), FROM ALL LIABILITY FOR ANY INJURY, INCLUDING, WITHOUT LIMITATION, PERSONAL, BODILY, OR MENTAL INJURY, ECONOMIC LOSS, OR ANY DAMAGE TO YOU, YOUR SPOUSE, GUESTS, UNBORN CHILD, OR RELATIVES, RESULTING FROM YOUR USE OF MAXY MUSCLE MOVEMENT LLC, INCLUDING ANY INJURY RELATING TO THE ORDINARY OR GROSS NEGLIGENCE, ACTUAL OR PASSIVE, OF THE RELEASEES OR ANYONE ACTING ON THE RELEASEES' BEHALF OR ANYONE USING MAXY MUSCLE MOVEMENT LLC, WHETHER RELATED TO EXERCISE OR NOT. IN CONSIDERATION OF YOUR BEING ABLE TO PARTICIPATE IN MAXY MUSCLE MOVEMENT LLC ACTIVITIES, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASEES HARMLESS AGAINST ANY LIABILITY, DAMAGES, DEFENSE COSTS, INCLUDING ATTORNEYS' FEES, AND ANY OTHER COSTS INCURRED IN CONNECTION WITH CLAIMS FOR BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE CAUSED BY YOUR NEGLIGENCE OR OTHER ACTS OR OMISSIONS. YOU FURTHER AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE RELEASEES FROM ALL LIABILITY, DAMAGES, DEFENSE COSTS, INCLUDING ATTORNEYS' FEES, AND ANY OTHER COSTS INCURRED IN CONNECTION WITH CLAIMS FOR BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE BROUGHT BY YOU, YOUR GUESTS, OR MINORS, EVEN IF THE RELEASEES WERE NEGLIGENT. FURTHER, YOU UNDERSTAND AND ACKNOWLEDGE THAT THE RELEASEES DO NOT MANUFACTURE FITNESS OR OTHER EQUIPMENT, BUT PURCHASE AND/OR LEASE EQUIPMENT. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE RELEASEES AND MAXY MUSCLE MOVEMENT LLC ARE PROVIDING INSTRUCTIONAL SERVICES AND MAY NOT BE HELD LIABLE FOR DEFECTIVE PRODUCTS. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THE FOREGOING AND KNOW OF THE NATURE OF THE ACTIVITIES AT MAXY MUSCLE MOVEMENT LLC.

2. DISPUTE RESOLUTION (U.S.)

OTHER THAN A CLAIM FOR PERSONAL INJURY, OR A CLAIM BROUGHT IN SMALL CLAIMS COURT, YOU AGREE THAT ANY DISPUTE WITH MAXY MUSCLE MOVEMENT LLC, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, MAY BE RESOLVED, FIRST, THROUGH INFORMAL DISCUSSIONS WITH MAXY MUSCLE MOVEMENT LLC; THEN, IF UNSUCCESSFUL, BY NON-BINDING MEDIATION. IF A MEDIATOR CANNOT RESOLVE THE DISPUTE, THEN YOU AGREE TO WAIVE YOUR RIGHT TO A JURY TRIAL AND CONSENT TO BINDING ARBITRATION BEFORE A SINGLE ARBITRATOR UNDER THE THEN-CURRENT COMMERCIAL DISPUTE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN A LOCATION NEAR YOUR CLUB OF ENROLLMENT. YOU AND MAXY MUSCLE MOVEMENT LLC FURTHER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. IF YOU DO NOT WISH TO BE BOUND BY THIS DISPUTE RESOLUTION PROVISION, YOU MAY OPT OUT BY SENDING A WRITTEN NOTICE TO MAXY MUSCLE MOVEMENT LLC AT 23110 Florida Highway 54, STE 137, Lutz, Florida 33549, United States WITHIN 90 DAYS AFTER THE DAY YOU BOOK AN APPOINTMENT. MEDIATION COSTS MUST BE SPLIT EQUALLY. ARBITRATION COSTS WILL BE BORNE BY MAXY MUSCLE MOVEMENT LLC IN AN AMOUNT AS FAIRLY DETERMINED BY THE ARBITRATOR.

3. OTHER TERMS AND CONDITIONS

MEDICAL CONDITIONS. BEFORE USING MAXY MUSCLE MOVEMENT LLC SERVICES OR FACILITIES, YOU REPRESENT THAT YOU ARE IN GOOD HEALTH AND HAVE NO DISABILITY, IMPAIRMENT, INJURY, DISEASE, OR AILMENT, PREVENTING YOU FROM ENGAGING IN ACTIVE OR PASSIVE EXERCISE OR WHICH COULD CAUSE INCREASED RISK OF INJURY OR ADVERSE HEALTH CONSEQUENCES AS A RESULT OF EXERCISE. YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF MAXY MUSCLE MOVEMENT LLC FACILITY AND SHALL INDEMNIFY MAXY MUSCLE MOVEMENT LLC, ITS AFFILIATES, AGENTS AND EMPLOYEES, AGAINST ANY AND ALL DAMAGES ARISING OUT OF YOUR USE OF THE FACILITIES.

3.1 CUSTOMER SERVICE. Any questions about this Agreement or issues with your membership can be directed to MAXY MUSCLE MOVEMENT 23110 Florida Highway 54, STE 137, Lutz, Florida 33549, United States, or call 804-205-0165.

3.2 CHANGE IN MEMBERSHIP OR BILLING INFORMATION. You must promptly notify MAXY MUSCLE MOVEMENT LLC in writing of any changes in your billing information, address or telephone number. You expressly permit MAXY MUSCLE MOVEMENT LLC, or its authorized billing company, to obtain such updated information through payment card networks, card issuers or other third parties.

3.3 DRESS CODE. Proper athletic attire is required. MAXY MUSCLE MOVEMENT LLC reserves the right to make the final determination in its sole discretion with regard to appropriate attire.

3.4 SMOKING. Smoking (including e-cigarettes, chewing tobacco, vapor pens) is prohibited at all times when being stretched by any employee of MAXY MUSCLE MOVEMENT LLC.

3.5 LOSS OF PROPERTY. MAXY MUSCLE MOVEMENT LLC shall not be liable for the disappearance, loss, theft, or damage to personal property, including, among other things, money, jewelry, negotiable securities, and other items.

3.6 LEVELS OF ACCESS. MAXY MUSCLE MOVEMENT LLC offers "Stretch" memberships and, in select markets, "Multiple Session" memberships. A "Single Session" membership

allows access to the member's home or office only.

3.7 LATE CANCEL. You may lose a session credit from your membership package, for every occurrence, where you make an appointment for a MAXY MUSCLE MOVEMENT LLC session and fail to cancel the scheduled session appointment at least twenty-four (24) hours before the start of the session.

3.8 DESCRIPTION OF SERVICES; HOURS OF ACCESS. MAXY MUSCLE MOVEMENT LLC services are one-on-one or group instructed and led by a MAXY MUSCLE MOVEMENT LLC Stretcher. In order to utilize MAXY MUSCLE MOVEMENT LLC services, you must sign up for sessions on-line at www.maxymusclemovement.com. MAXY MUSCLE MOVEMENT LLC offers 50-minute one-on-one assisted stretching services utilizing stretching tools or equipment. MAXY MUSCLE MOVEMENT LLC provides one-on-one sessions for member use and reserves the right to revise its list of equipment and services at any time for any reason. MAXY MUSCLE MOVEMENT LLC will post a schedule of sessions and specific hours of availability at online Calendar.

3.9 PRIVATE TRAINING. Any and all private training provided by MAXY MUSCLE MOVEMENT LLC shall be subject to the terms of this Agreement.

3.10 NON-DISCRIMINATION. MAXY MUSCLE MOVEMENT LLC represents that it will not discriminate against any person because of sex, race, creed, age, color, origin, sexual orientation, or ancestry in considering applications for memberships.

3.11 MEMBERSHIP TERMINATION. MAXY MUSCLE MOVEMENT LLC reserves the right to terminate your membership for any reason not expressly prohibited by law. In the event of termination, MAXY MUSCLE MOVEMENT LLC will notify you in person or send you a written notice of termination to your address on file and refund you any unused prepaid dues.

3.12 CHANGING THE TERMS, RULES AND REGULATIONS. MAXY MUSCLE MOVEMENT LLC may, at its sole discretion, change any term in this Agreement, which will become effective upon (a) MAXY MUSCLE MOVEMENT LLC providing you with written notice of the proposed change; and (b) giving you 30 days after your receipt of such notice in which to cancel your Agreement, penalty free, or renegotiate the change as to you. If, after a change is announced, you pay the next month's invoice, you will be considered to have accepted the change.

3.13 ENTIRE AGREEMENT. Verbal agreements with a MAXY MUSCLE MOVEMENT LLC employee will not be accepted as valid. Except as expressly provided herein, only this Agreement, and all rules and regulations of MAXY MUSCLE MOVEMENT LLC, as revised from time to time, constitute the entire and exclusive agreement between you and MAXY MUSCLE MOVEMENT LLC, and supersede all prior written and/or oral promises, representations, understandings and/or agreements relating to this membership purchase.

3.14 INVALID PROVISIONS. If any part of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will be valid and enforceable.

3.15 GOVERNING LAW. This Agreement shall be interpreted under the laws of the State in which you execute this Agreement. Any litigation under this Agreement shall be resolved in the courts of the State in which you execute this Agreement.

3.16 LIMITED LIABILITY. Unless prohibited by state law, any award by a court or arbitrator is limited to actual compensatory damages. Neither a court nor an arbitrator can award either party any indirect, special, incidental or consequential damages, even if one party told the other party that they might suffer these damages.

3.17 PREVAILING PARTY. In the event of any litigation arising from breach of this Agreement, or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees, and all other related expenses incurred in such litigation.

3.18 CONSENT TO CONTACT. By booking an appointment, you are giving MAXY MUSCLE MOVEMENT LLC and its authorized vendors consent to contact you by email to the email address as set forth on the face of this Agreement, or by text message or telephone call at the number provided herein for any matter related to your account, including collection of monies owed, alerts or notices regarding your purchased services, and promotions that may be of interest to you. You may update your communication preferences or revoke your consent to receiving promotional messages at any time. You expressly consent to receive autodialed and/or prerecorded messages from or on behalf of MAXY MUSCLE MOVEMENT LLC and its authorized vendors at the phone number provided, including any wireless number, as applicable (standard text rates apply). Your consent is not a condition of purchase.

3.19 ELECTRONIC AGREEMENT. The parties agree that this Agreement may be electronically signed. The parties agree that the electronic signatures tied to this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. By booking a session "I AGREE" or "I CONSENT," or words to similar effect, you acknowledge and agree that these actions constitute your electronic acceptance of the Agreement.

Buyer's Acceptance:(electronic signature)

Date:

Signature: _____