

Whole Fitness by Jess Terms and Conditions

I understand that the personal training I receive is provided for the purpose of exercise instruction and guidance. I further understand that personal trainers are not qualified to perform, diagnose, prescribe, or treat any physical or mental illness and I should see a physician, chiropractor, registered dietitian or other qualified medical specialist for any nutritional concerns, mental or physical ailment that I am aware of. I affirm that I have stated all my known medical conditions, and answered all questions honestly. I agree to keep the personal trainer updated as to any changes in my medical profile, and understand that there shall not be liability on the personal trainer's part should I forget to do so. I understand that I have enrolled in the personalized health and fitness program offered through Whole Fitness by Jess.

I recognize that the program may involve strenuous physical activity including, but not limited to, muscle strength and endurance training, cardiovascular conditioning and training, and other various fitness activities. I hereby affirm that I am in good physical condition and do not suffer from any know disability or condition which would prevent or limit my participation in this exercise program. In consideration of my participation in this program, I hereby release Whole Fitness by Jess and Jessica Ayna from any claims, demands, and causes of action as a result of my voluntary participation and enrollment of the provided personal training services and/or exercise classes. I fully understand that I may injure myself as a result of my enrollment and subsequent participation in this program and I hereby release Jessica Ayna from any liability now or in the future for conditions that I may obtain. These conditions may include, but are not limited to, heart attacks, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, heat prostration, injuries to knees, injuries to back, injuries to foot, or any other illness or soreness that I may incur, including death.

I, the undersigned, do hereby grant permission to Whole Fitness by Jess, and Jessica Ayna to use my story, photo, video, or other item, hereinafter referred to as "Materials," I submit to and for Whole Fitness by Jess for use on their web site, Twitter account, Facebook account or other social media. These may be photos of workout rooms I am in or group photos for advertising or marketing purposes. Materials that clearly show my face or body in any state of undress as the main subject matter will not be used without express consent on a per photo basis.

I hereby release you, your representative, employees, managers, members, officers, parent companies, subsidiaries, and directors, from all claims and demands arising out of or in connection with any use of said "Materials", including, without limitation, all claims for invasion of privacy, infringement of my right of publicity, defamation and any other personal and/or property rights.

I acknowledge and agree that no sums whatsoever will be due to me as a result of the use and/or exploitation of the "Materials" or any rights therein.

I HEREBY AFFIRM THAT I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENTS.

Signature _____ Date _____

Signature of Guardian _____ Date _____

Printed name of Guardian _____

Phone number the Guardian can be reached in case of emergency _____

I am purchasing the services of Jessica Ayna from Whole Fitness by Jess to design a program to aid in weight management to enhance my fitness goals. I will not hold Jessica Ayna or Whole Fitness by Jess liable for any problems, illnesses or injuries that might occur due to a sudden change in my eating or exercise habits. This program does not replace the advice of a medical doctor, registered dietitian or other medical provider or treatment. I have revealed any and all necessary information about myself to prevent any possible complications to Jessica Ayna of Whole Fitness by Jess

Current rates subject to change

1 hr session in my studio \$105.00

Packages are sold at a discounted rate as follows:

- 10 sessions at \$95 per session \$100 savings*
- 20 sessions at \$90 per session \$300 savings*
- 40 sessions at \$80 per session \$1000 savings*

Group Sessions (2 or more) in Studio Only

- 10 sessions at \$65 per session per person \$250 savings*
- 20 sessions at \$60 per session per person \$600 savings*

Onsite training (I come to you) \$150 per session subject to change depending on location and session time

Packages are sold at a discounted rate as follows:

- 10 sessions at \$140 per session \$100 savings*
- 20 sessions at \$130 per session \$400 savings*

Virtual Training: includes customized workouts, meal plans and virtual interactions (i.e e-mail, text etc.) with Jess.

- 3 months (\$200 per month) - \$600 total*
- 6 months (\$175 per month) - \$1050 total*
- 12 months (\$150 per month) - \$1800 total*

Payment for the online and virtual programs are all due upfront. All services include unlimited support and accountability, customized nutrition program and fitness program.

All individual sessions not part of a bundle must be paid for 1 week prior to appointment time and do not come with a meal plan or nutrition. All bundled packages must be paid upon first appointment.

I understand that I must give at least 1 weeks' notice if I need to cancel my session or I will forfeit my session payment. Session payments are nonrefundable and must be used within six(6) months of payment date. Sessions not used within this period are considered expired and void, unless prior arrangements are made with Jess in writing.

Signature _____ Date _____

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

DECLARATIONS: This Agreement is entered into between personal trainer Jessica Ayna (“Trainer”) and the undersigned (“Client”). The provision of personal training services by Trainer to Client, and Client’s use of any premises, facilities or equipment are contingent upon this Agreement. **ASSUMPTION OF RISK:** You agree that if you engage in any physical exercise or activity, including personal training, or enter our premises or use any facility or equipment on our premises for any purpose, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided to you by Trainer or otherwise, including injuries or damages arising out of the negligence of Trainer, whether active or passive, or any of Trainer’s affiliates, employees, agents, representatives, successors, and assigns. Your assumption of risk includes, but is not limited to, your use of any exercise equipment (mechanical or otherwise), sports fields, courts, or other areas, locker rooms, sidewalks, parking lots, stairs, pools, whirlpools, saunas, steam rooms, lobby or other general areas of any facilities, or any equipment. You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to weightlifting, walking, jogging, running, aerobic activities, aquatic activities, tennis, basketball, volleyball, racquetball, or any other sporting or recreational endeavor. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Trainer or otherwise.

RELEASE: You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Trainer (and Trainer’s affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of Trainer, whether active or passive, or any of Trainer’s affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from personal training, including injuries resulting from Trainer’s or anyone else’s negligent inspection or maintenance of the facility or premises.

INDEMNIFICATION: By execution of this agreement, you hereby agree to indemnify and hold harmless Trainer from any loss, liability, damage, or cost Trainer may incur due to the provision of personal training by Trainer to you. **ACKNOWLEDGMENTS:** You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. You acknowledge that Trainer offers a service to his/her clients encompassing the entire recreational and/or fitness spectrum. Trainer is not in the business of selling weightlifting equipment, exercise equipment, or other such products to the public, and the use of such items is incidental to the service provided by Trainer. You acknowledge and agree that Trainer does not place such items into the stream of commerce. This release is not intended as an attempted release of claims of gross negligence or intentional acts.

You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against trainer for trainer’s negligence, or for any defective product used while receiving personal training from trainer. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Sign Name: _____ Print Name: _____