PLEASE READ THIS CREATIVE FITNESS AGREEMENT (“Agreement”) CAREFULLY BEFORE REGISTERING FOR THE CREATIVE FITNESS PROGRAM BECAUSE IT CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU (“you” or “your”) AND CREATIVE FITNESS NATION, L.L.C. (“Creative Fitness” or “CREATIVE FITNESS”).  BY ELECTRONICALLY SIGNING OR OTHERWISE INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND YOUR ACCESS, USE, REGISTRATION, OR PARTICIPATION IN/WITH THE PROGRAM REAFFIRMS YOUR ACCEPTANCE AND AGREEMENT IN EACH INSTANCE.

* Your membership is for a minimum monthly commitment depending on the level selected as indicated at the bottom of this Agreement.
* Your membership will be charged on the same day each month; at current pricing, less any applicable discounts, and as later adjusted or increased in accordance with this Agreement.
* The first monthly charge will occur on the date on contract signing.

ADDITIONAL TERMS AND CONDITIONS

1. Representations. You represent, warrant and covenant to CREATIVE FITNESS that: (a) you are a natural person and of eighteen (18) years of age or older; (b) you have read and understand this Agreement; (c) you have full right and authority to enter into and abide by this Agreement; (d) you understand and acknowledge that by accepting this Agreement that you are giving up certain legal rights and remedies; (e) CREATIVE FITNESS is not required to seek the permission of or compensate any third party(s) to exercise any of the rights granted by you under this agreement; and (f) all information you provide to CREATIVE FITNESS is truthful and accurate.
2. Membership. CREATIVE FITNESS has the right to alter the times and locations of the Program.
3. Effective Date. The Effective date of this agreement is the date you register for CREATIVE FITNESS.
4. No Refunds. All sales are final, irrevocable and not subject to or eligible for refund or return.
5. Payments. Your initial payment will either be the date this agreement is signed or if you are already registered in the current camp. You agree that you are responsible for the timely payment of all such amounts that accrue. YOU WAIVE ALL CLAIMS AGAINST CREATIVE FITNESS AND ITS AFFILIATES, EMPLOYEES, AGENTS, VENDORS, AND CONTRACTORS FOR ANY UNAUTHORIZED PAYMENTS MADE, REGARDLESS OF WHETHER THEY ARE AUTHORIZED OR UNAUTHORIZED. You are solely responsible for monitoring your bank and credit card statements and notifying your bank or other provider in a timely manner of any erroneous charge that appears on your statements.
6. Fee Increases; Taxes; Default Charges. You shall pay late charges, collection costs, and legal expenses (including, without limitation, costs and reasonable outside attorney fees), that CREATIVE FITNESS incurs or assesses to collect any unpaid amounts you may owe, plus interest at the maximum allowable rate. Regardless of your choice to accept CREATIVE FITNESS’s electronic communications policy as further described below, you agree that CREATIVE FITNESS or third-party vendors may contact you by phone, including by mobile phone, to settle financial balances or debts between you and CREATIVE FITNESS.
7. Refusal; Termination. CREATIVE FITNESS may refuse its products and services to you (including, without limitation, terminating your User Account) without notice, recourse, refund, or return to you if (a) if you are or CREATIVE FITNESS suspects that you are, in any way involved in fraudulent or illegal activity; (b) if CREATIVE FITNESS believes you are disruptive, disorderly, loud, harassing, abusive or a safety risk of/to CREATIVE FITNESS, its customers, or their property; (c) if you violate any rules or policies; (d) if you have outstanding debt with CREATIVE FITNESS; or (d) if you breach this Agreement.
8. Contacting CREATIVE FITNESS. Any notification of account changes must be received at least seven (7) days before your account billing date. Contact us by email [creativefitnessguru@outlook.com](mailto:creativefitnessguru@outlook.com). Creative Fitness 2208 Bluffton Drive, Plano, TX 75075 214-543-9610.
9. General Disclaimer and Waiver. YOU HEREBY VOLUNTARILY GIVE YOUR FULL INFORMED CONSENT TO USE AND PARTICIPATE IN CREATIVE FITNESS PROGRAM AND CERTIFY THAT YOU HAVE BEEN WARNED ABOUT, UNDERSTAND, AND ACCEPT ANY AND ALL RISKS AND REQUIREMENTS ASSOCIATED, WHETHER KNOWN OR UNKNOWN NOW OR IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, THE FACT THAT CREATIVE FITNESS IS A CHALLENGING FITNESS PROGRAM THAT MAY INVOLVE VIGOROUS WORKOUTS, OBSTACLE COURSE CHALLENGES, AND OTHER PHYSICALLY DEMANDING OR STRENUOUS ACTIVITIES, THAT CREATIVE FITNESS MAY POSITIVELY OR NEGATIVELY AFFECT OR CHANGE YOUR HEALTH AND WELLNESS, AND THAT CREATIVE FITNESS IS INTENDED ONLY FOR HEALTHY INDIVIDUALS). YOU ALSO REPRESENT AND WARRANT TO CREATIVE FITNESS THAT YOU HAVE CONDUCTED A THOROUGH INVESTIGATION OF CREATIVE FITNESS; YOU HAVE CONSULTED WITH AN INDEPENDENT, LICENSED, MEDICAL PROFESSIONAL WHO IS FAMILIAR WITH YOUR MEDICAL HISTORY AND CONDITIONS ABOUT YOUR ABILITY TO PARTICIPATE IN CREATIVE FITNESS; AND YOU WILL NOT PARTICIPATE IN CREATIVE FITNESS IN A MANNER THAT MAY INJURE OR AFFECT THE SAFETY OF YOU OR OTHERS. YOU WAIVE ANY AND ALL CLAIMS AGAINST CREATIVE FITNESS AND ITS AFFILIATES, AGENTS, EMPLOYEES, VENDORS, AND CONTRACTORS, WHETHER KNOWN OR UNKNOWN NOW OR IN THE FUTURE, RELATING TO ANY PHYSICAL OR EMOTIONAL INJURY THAT MAY RESULT FROM YOUR PARTICIPATION IN CREATIVE FITNESS.
10. Disclaimer of Property Liability. CREATIVE FITNESS EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY TO YOU OR YOUR GUEST(S) FOR ANY PERSONAL PROPERTY THAT IS DAMAGED, LOST, OR STOLEN WHILE ON OR AROUND CREATIVE FITNESS’S LOCATIONS OR DURING YOUR PARTICIPATION IN CREATIVE FITNESS, INCLUDING, WITHOUT LIMITATION, ANY BAGS, VEHICLES, OR THEIR CONTENTS.
11. Electronic Communications Consent; Opt-Out. You hereby acknowledge and reaffirm your express consent in the Standard Terms to CREATIVE FITNESS sending or otherwise communicating with you for any purpose via any electronic means or forms as CREATIVE FITNESS deems appropriate in its sole discretion, whether through the CreativeFitness.guru website, by personal communication to you by e-mail, by online social media, or by other electronic media means or forms. You are not required to acknowledge and reaffirm the foregoing consent as a condition for purchase or license of any CREATIVE FITNESS products or services. You may indicate your opt-out of these electronic communications at any time by using any reasonable opt-out method as further described in the Standard Terms or otherwise permitted by applicable law.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Term of Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_