

## TERMS & CONDITIONS

**PAYMENTS:** All sales are final, non refundable and paid in full prior to use. Payments are due by the 1st of each month or on your last training session before the 1st. Paid sessions cannot be given away or shared.

**SHOWING UP LATE:** All sessions will stick to their end scheduled times. If you arrive late to your session, the length of the training session will be shortened, not extended.

**CANCELLATIONS:** All cancellations must be made 24 hours in advance to the scheduled appointment. Less than a 24 hour notice results in a fully charged session without the option to reschedule. If you pay per session and miss / cancel a scheduled session in the last 24 hours; that session must be paid for before booking another. If a session has to be canceled, session must be rescheduled before the end of the month. Sessions do not carry over month to month.

**RESCHEDULING:** Each client is allotted three days per month for rescheduling. After three reschedules, sessions will be lost if unable to keep what was booked.

If client pays per session and misses three scheduled appointments, Body By You Studio has the right to no longer train client.

**TERMINATIONS:** Body By You Studio / Trainer has the right to break any client contract and end training if the relationship between the trainer & trainee needs to be terminated; at the trainers discretion. If trainer decides to terminate client, all remaining sessions / class passes will not be refunded.

**MINIMUM AGE:** If you are a minor, you may only become a member / participate in training or classes if your parent or legal guardian:

- (a) consents and signs this agreement;
- (b) accompanies you to the studio for your consultation;
- (c) accepts responsibility to ensure you comply with this agreement;
- (d) agrees to rectify all your breaches of this agreement.

**HEALTH AND SAFETY:** When you sign this agreement and each time you use the studio, train or take a class, you are ensuring that you are in good physical condition and know of no medical or other reason why you should not exercise. You agree to give all relevant personal, health and fitness information before and during the course of any exercise program or other activity. You acknowledge that the Fitness Assessment or other screening done is no substitute for medical advice. You agree not to use the studio or its services if you are suffering from any illness, disease, injury or any other condition that could be a risk to your health and safety or those around you.

**EXCLUSIONS:** Body By You Studio excludes all statutory liability, tortious liability (including but not limited to liability in negligence), conditions and warranties implied by custom, the general or common law or statute, liability for all direct, economic, consequential or indirect losses, expenses, damages and costs incurred by you, arising out of or relating to the facilities, services,

the products and/or this agreement, and in particular, we are not liable for death or injury caused by our negligence or breach of any implied terms that services will be provided with reasonable care and skill at common law.

**RISKY OR INAPPROPRIATE CONDUCT:** If you behave in a hazardous, seriously inappropriate or illegal manner, Body By You Studio has the right to:

- (a) cancel and/or suspend your membership;
- (b) prohibit you from acquiring another membership, accessing the studio and/or receiving services;
- (c) take any other action we consider to be reasonably necessary.

**CHANGING FEES:** Studio may change fees, including increase the fees of products and/or services. If there is a change you will be notified before hand via written notice.

**INJURIES:** Trainers / Body By You Studio is not responsible for:

- (a) any injuries acquired during personal training, classes, or working out with a group;
- (b) injuries acquired during demonstration;
- (c) injuries acquired using the gym / equipment on your own;
- (d) any injuries that take place inside of or outside of Body By You Studio.
- (e) injuries that occur after working out, taking a class, or using the gym

**PREPAID PACKAGES:** If you have purchased a package / class passes, you agree to pay the price for the number of sessions / classes upfront and in advance. All purchases expire 45 days after the purchase date.

**CHANGES TO YOUR AGREEMENT:** Changes can be made to this agreement. If this is done, you will be provided with a written copy of all changes being made before they take place.

**LOSS OF PROPERTY:** Body By You / trainers are not liable to you for any personal property that is damaged, lost or stolen while in or around the studio.

**RESPONSIBILITY FOR DAMAGE:** You agree to pay for any loss or damage to the trainer, other people, the studio, the facilities or any equipment, goods or property at the studio / facilities caused by you.

**PRIVACY:** You acknowledge that the studio & Body By You LLC may take photos, videos and/or audio recordings of sessions / classes and/or the studio which you may appear in. You consent and grant permission to the Studio & Body By You LLC to take, use and/or distribute this material for promotional purposes. You acknowledge that you will provide the studio with written notice if you do not wish to be featured in any materials.

I \_\_\_\_\_  
agree to follow the terms & conditions stated  
above. Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

X \_\_\_\_\_