CLIENT AGREEMENT

Limitless Athletics, LLC
91 Guyon Avenue, 1st Floor
Staten Island, New York 10306
(845)-501-0286
contact@limitlessathleticsnyc.com
www.limitlessathleticssi.com

**For the purposes of this Document, the CLIENT refers to the signer (or cosigner if under 18) of this Document, and LIMITLESS ATHLETICS, LLC refers to the fitness studio/athletic club administering this Document.*

1. Client Information

Name: _____ DOB: ____/____/____ Sex: ☐ Male ☐ Female

Street Address: _____ City: _____ State: ____ Zip Code: _____

Phone Number: _____ Email: _____

2. Memberships & Packages *(check your selection and fill in circle next to payment plan)*

Memberships:

☐ Basic Membership

Description/Includes:

Unlimited H.I.I.T. classes of any kind per month and all other activities and member benefits (Bootcamps, Member Appreciation Days, etc.).

Payment Plan:

- ○ $124.99/month ($1500/year)
- ○ $670 Paid-In-Full for 6-months ($114.99/month)
- ○ $1200 Paid-In-Full for 12-months ($99.99/month)

☐ Unstoppable Membership

Description/Includes:

Unlimited H.I.I.T. classes of any kind per month and all other activities and member benefits (Bootcamps, Member Appreciation Days, etc.), Nutrition/Diet Plan designed specifically for you, and 2 Monthly Checkups on the 3D Body Scanner.

Payment Plan:

- ○ $199.99/month ($2400/year)
- ○ $1050 Paid-In-Full for 6-months ($174.99/month)
- ○ $1800 Paid-In-Full for 12-months ($149.99/month)

☐ Limitless Membership

Description/Includes:

Unlimited H.I.I.T. classes of any kind per month and all other activities and member benefits (Bootcamps, Member Appreciation Days, etc.), Nutrition/Diet Plan designed specifically for you, 2 Monthly Checkups on the 3D Body Scanner, and 4 Personal Training Sessions per month.

Payment Plan:

- ○ $339.99/month ($199.99/month for Membership + $35 per Personal Training Session)

**All memberships include 1 free Personal Training Session upon enrollment.*
***20% discount available on monthly memberships for 1st Responders and Nurses OR for referring a friend.*

Discounts Applied (OFFICIAL USE ONLY): _____

DISCOUNT POLICY: In order to receive the 20% membership discount as a 1st Responder or Nurse, CLIENT must provide proof of service, such as a city, state, or institution issued identification card. To receive the 20% discount for referring a friend, CLIENT and friend must sign up together. At this point, CLIENT and friend have binding memberships, which means that if one member cancels their membership, the remaining CLIENT's monthly rate shall return to that indicated on this contract without the discount.

Personal Training Packages:

☐ Fitness Improvement Package

Description/Includes:

4-8 Personal Training Sessions and 1 Monthly Checkup on 3D Body Scanner.

Payment Plan:

- ☐ $64.99/session (for _____ sessions = _____ total)
- ☐ Add Nutrition/Diet Plan for an additional $124.99

☐ Athletic Development Package

Description/Includes:

9-11 Personal Training Sessions and 2 Monthly Checkups on 3D Body Scanner.

Payment Plan:

- ☐ $59.99/session (for _____ sessions = _____ total)
- ☐ Add Nutrition/Diet Plan for an additional $99.99

☐ Athletic Development Package

Description/Includes:

12+ Personal Training Sessions and 2 Monthly Checkups on 3D Body Scanner.

Payment Plan:

☐ $49.99/session (for _____ sessions = _____ total)
☐ Add Nutrition/Diet Plan for an additional $74.99

** Applicable taxes and fees NOT INCLUDED in prices.*

CANCELLATION/FREEZING POLICY: CLIENT understands that they may cancel or freeze their membership at any time and for any reason. If the CLIENT wishes to do so, they must inform LIMITLESS ATHLETICS, LLC in writing a minimum of 7 days of their typical billing date to prevent being billed by their next billing cycle. CLIENT understands that dues paid on any of the above listed paid-in-full Memberships and Personal Training Packages are NON-REFUNDABLE!

3. Payment Information *(select one)*

- ○ Cash
- ○ Check
- ○ Credit/Debit Card (please fill out below)

Client Credit/Debit Card Information

Name on Card: _____ Type of Card (circle): VISA Mastercard AMEX Discover

Card Number: _____

Expiration Date: ____/____ CVV: _____

Payment Agreement: The CLIENT agrees to pay LIMITLESS ATHLETICS, LLC for all above memberships, packages, and services in their entirety according to the prices (including applied discounts) and payment plans that they have selected. The CLIENT understands that they will be billed every month from the day of signing for monthly memberships unless they indicate a specific date request in writing or a written notice of cancellation for their membership a minimum of 7 days prior to their typical billing date. If a paid-in-full membership payment plan is selected, the CLIENT understands that their membership will expire at the exact day of signing following the term of the membership, and therefore must pay for a renewal to continue their membership. In this case, they will be contacted by a member of LIMITLESS ATHLETICS, LLC to do so. The CLIENT understands that an applicable New York City tax of 4.5% will be added to the price of the individual membership or service, in addition to a 2.5% fee charged on all debit/credit card purchases. In cases of payment for individual services, LIMITLESS ATHLETICS, LLC may ask the CLIENT to submit payment in advance prior to administration of the service. If the CLIENT does not submit payment, or if payment is not received by LIMITLESS ATHLETICS, LLC for any reason or is received late, LIMITLESS ATHLETICS, LLC has the right to deny the administration of said services to the CLIENT and ask them to leave the premises and/ or proceed with legal action to obtain the payments. It is the obligation of the CLIENT to ensure that payment information is up to date, known, and receivable by LIMITLESS ATHLETICS, LLC. The CLIENT understands that failure to do so will result in the cancellation of their membership or service, which may be without notice. The CLIENT also understands that LIMITLESS ATHLETICS, LLC and its members may change rates at any time, with an obligation to inform the CLIENT when doing so.

4. Binding Arbitrations and Settling of Disputes

"Dispute" is defined as any disagreement or controversy between the CLIENT and LIMITLESS ATHLETICS, LLC pertaining to anything within the company's daily operations, including memberships, fees, charges, services, etc.. It is a broad term utilized to describe a claim, demand, action, or proceeding where argument ensues between the CLIENT and LIMITLESS ATHLETICS, LLC, and will be administered in the most general definition applicable by law. If disputes are unable to be resolved through informal discussion, the CLIENT may resolve it through the American Arbitration Association, thus releasing LIMITLESS ATHLETICS, LLC from any future litigation regarding the dispute within a court of law and providing it be settled by a neutral arbitrator.

5. Assumption of Risk, Waiver, and Release of Liability

The CLIENT agrees to release LIMITLESS ATHLETICS, LLC, its owners, and its employees from any liability or responsibility in the incidence of potential injury or health complications that may occur during participation in its services, which include high intensity interval training (or any other class), personal training, nutrition/diet plans, 3D body scans, and/or sports bootcamps. The CLIENT understands that participating in such services poses certain risks, especially to those with pre-existing medical conditions. It is the responsibility of the CLIENT to inform the supervising trainer, nutritionist, or employee of any significant medical conditions that may prohibit them from participating in certain activities or exercises or eating certain foods, and in some cases may require written approvals from a doctor. The CLIENT understands that they are agreeing to participate in such services at their own discretion exclusively under the supervision of a licensed personal trainer and/or nutritionist, and in doing so may decide to remove themself from the workout, session, or service at any time and for any reason.

6. Class Action Waiver

The CLIENT acknowledges and agrees that any disputes with LIMITLESS ATHLETICS, LLC are to be settled solely on an individual basis and that they may under no circumstances be settled as a class action by either party. The CLIENT also agrees that the dispute may not be joined or combined with any other arbitrations as laid out in **Section 4.**

7. Client Agreement and Acceptance of Terms and Conditions

I, the (CLIENT) or (cosigner of the CLIENT) (*circle one)*, attest that I am the person or legal guardian of the person listed in **Section 1** above, understand, and agree to all the terms, agreements, and conditions within this Document. I understand my obligations and responsibilities to LIMITLESS ATHLETICS, LLC and pledge to adhere to them to my utmost capacity.

Signature of CLIENT or Cosigner of CLIENT if Under 18: _____

Date: _____/_____/_____

(OFFICIAL USE ONLY)

Member Name: _____

Member Signature: _____ Date: _____/_____/_____

Client Billing Date (if applicable): _____ of every month