



Terms Of Service & Effect Of Termination

ALL ONE-ON-ONE PERSONAL TRAINING PACKAGES ARE SUBJECT TO THE FOLLOWING EXPIRATION DATES

Single Session expires 7 days from the time of purchase

10-Session Package expires 45 Days from date of first booked session.

20-Session Package expires 75 Days from date of first booked session.

30-Session Package expires 105 Days from date of first booked session.

40-Session Package expires 135 Days from date of first booked session.

50-Session Package expires 165 Days from date of first booked session.

The purchaser has 30 days to book their first session. Expiration for purchased packages will occur respectively from the 31st day after purchase.

For example; if the purchaser of a 30-session package has not booked their first session within 30 days of purchase, their package will expire 105 Days from the 31st day of purchase.

This Personal Training Agreement, (hereinafter, the Agreement) is made and entered by and between Douglass R.

Ogle/SymmetryFit4Life (hereinafter, the Trainer) and the purchaser (hereinafter, the client). Trainer and client are sometimes collectively referred to as the Parties.

The parties hereby agree to the following terms and conditions.

1. GENERAL TERMS

With this purchase the Client acknowledges that s/he is Agreementing for the services of a personal trainer provided by SymmetryFit4Life.

Trainer will supervise, instruct, and at times train with the Client following a program that reflects the client's objectives, fitness level, and experience.

Training programs will consist of many and various Modalities, Methods and Training sessions. Each Personal Training Session (hereinafter, the Training Session) shall last the length from the start time of the scheduled appointment.

2. ATTACHMENT

Client has read and executed the Full Disclosure of Physical Conditions/Informed Consent and Assumption of Risk, and Release of Liability form, which is attached hereto and incorporated into this agreement as if fully set forth herein.

3. TRAINING PACKAGES AND PAYMENTS

Training Packages includes various exercise programs involving various activities. Activities shall mean the following: testing, but not limited to testing of the cardiovascular system, heart rate, muscle strength, endurance and flexibility; training; cardiovascular exercise and training; use of machinery, training equipment, free weights, circuit machinery and cardiovascular machines; stretching; weight lifting; and any other training activities, techniques, and/or exercises.

By purchasing these services and checking "Yes I Agree to the Terms Of Service & Effect Of Termination" the Client understands the he/she will be bound by the number of sessions purchased through this online store.

By purchasing these services and checking "Yes I Agree to the Terms Of Service & Effect Of Termination" the client understands that any Training Sessions not used within the specified number of days of the commencement of the first session of any training package shall be forfeited. The Client shall not be entitled a refund for the cost of any Training Session(s) not used within the specified number of days for corresponding packages and agreements.

By purchasing these services and checking “Yes I Agree to the Terms Of Service & Effect Of Termination” the Client understands that he/she will be charged a session for a cancelled appointment unless the Client notifies Douglass Ogle/SymmetryFit4Life of such cancelation at least 24 hours prior to the scheduled time. If Client is more than 15 minutes late for an appointment, the lost time will be forfeited and the Client will be charged for the Training Session as if the Client had been present. This policy will be strictly enforced.

Should the Client purchase additional Training Sessions both the Client and the Trainer agree that this Agreement shall remain in full force and effect, and continue to govern the rights and liabilities of the Parties, except as to the amount of sessions purchased and amount payable per such additional Training Session, if different from the amount stated above, or unless the Parties execute a new Agreement.

4. *WAIVERS AND INDEMNITY*

By purchasing these services and checking “Yes I Agree to the Terms Of Service & Effect Of Termination” the Client agrees to indemnify the Trainer for any injuries, illnesses, or expenses from the Clients participation, especially if the Client has neglected to disclose a known medical condition or similar information that might affect the Clients ability to participate in the Fitness Program.

5. *TERMINATION OF AGREEMENT*

The Parties shall have the right to terminate this Agreement upon (30) days advance written notice of termination to the other party.

6. *EFFECT OF TERMINATION*

In the event the Client terminates this Agreement, the Trainer shall retain all payments made for all unused Training Sessions or Packages. In the event the Trainer terminates this Agreement, the Trainer shall refund to the Client all payments made for unused Training Sessions or Packages.

7. *ENTIRE AGREEMENT*

This Agreement (including the Full Disclosure of Physical Conditions/Informed Consent and Assumption of the Risk and Release of Liability) constitutes the entire Agreement of the Parties, and supersedes any and all previous understanding, agreements, arrangements, or discussions, written or oral, between the Parties relating hereto. There are no collateral agreements, representations, or guarantees, oral or otherwise unless attached hereto and signed by both Parties.

8. *WARRANTIES/GUARANTEES*

There are no Warranties/Guarantees either express or implied in this Agreement that are not expressly contained in this Agreement.

9. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement.

The Parties have received a complete copy of this Agreement and agree to be bound thereby.

Full Disclosure of Physical Conditions / Informed Consent and Assumption of Risk and Release of Liability:

This Full Disclosure of Physical Conditions/Informed Consent and Assumption of Risk, and Release of Liability is executed on *this date of purchase*, and is a material part of, and is incorporated by reference into the Personal Training Agreement executed but the Client.

1. By purchasing these services and checking "Yes I Agree to the Terms Of Service & Effect Of Termination" the Client certifies that he or she is physically sound and suffering from no condition, impairment, disease, infirmity, or illness that would prevent the Clients' participation in the Clients' Activities under this Agreement.
2. By purchasing these services and checking "Yes I Agree to the Terms Of Service & Effect Of Termination" the Client certifies that he or she has been informed of the need for a physicians' approval for participation in the Activities under this Agreement.
3. By purchasing these services and checking "Yes I Agree to the Terms Of Service & Effect Of Termination" the Client certifies that Douglass Ogle/SymmetryFit4Life has recommended that the Client have a yearly or more frequent physical examination and consultation with the Clients physician as to physical activity, exercise, and use of exercise and training equipment so that the Client may have knowledge that he has either (a) been given permission by the Clients physician to participate, or (b) that the Client has decided to participate in the Activities under this Agreement without the approval of his physician.
4. By purchasing these services and checking "Yes I Agree to the Terms Of Service & Effect Of Termination" the Client expressly assumes all responsibility for the Clients participation in the Activities under this Agreement.
5. **BY PURCHASING THESE SERVICES AND CHECKING "YES I AGREE TO THE TERMS OF SERVICE & EFFECT OF TERMINATION" THE CLIENT CERTIFIES THAT THE CLIENT HAS GIVEN FULL AND COMPLETE DISCLOSURE OF ALL**

PHYSICAL CONDITIONS, IMPAIRMENTS, DISEASES, INFIRMITIES OR ILLNESSES THAT MIGHT AFFECT OR PREVENT THE CLIENTS PARTICIPATION IN THE ACTIVITIES UNDER THIS AGREEMENT. THE CLIENT REPRESENTS THAT HE OR SHE HAS NO CONGENITAL, PHYSICAL, OR MENTAL HEALTH PROBLEMS, NO UNDERLYING CARDIOVASCULAR, NEUROLOGICAL, OR ANY ILLNESS, OR CONDITION WHICH MIGHT AFFECT OR PREVENT THE CLIENTS PARTICIPATION IN THE ACTIVITIES UNDER THIS AGREEMENT.

INFORMED CONSENT

1. By purchasing these services and checking “Yes I Agree to the Terms Of Service & Effect Of Termination” the Client enters into this Agreement with the full knowledge of all the risks and benefits associated with the Activities under this Agreement. The Client certifies that the client is of legal age to enter into a Agreement, and is not mentally incapacitated. The Client certifies that he enters into this Agreement without duress, undue influence, and for valuable consideration.

2. By purchasing these services and checking “Yes I Agree to the Terms Of Service & Effect Of Termination” the Client certifies he or she understands the risks associated with participation in the Activities under this Agreement including, but not limited to physical injury resulting from the acts, omissions, and/or negligence of others. The Client certifies that the Client knows and fully understands the importance and relevance of all the risks, and expressly and voluntarily assumes any and all risks associated with the Clients participation in the Activities under this Agreement, including but not limited to the activities of training; exercise; aerobics and aerobic conditioning and training; weight training; circuit training; cardiovascular exercise and training; use of machinery, training equipment, free weights, circuit machinery and cardiovascular machines; stretching; weight lifting; testing, including but not limited to testing of the cardiovascular system, heart rate, muscle strength, endurance, and flexibility; and any other training activities, techniques, and/or exercises. Further, the Client expressly and voluntarily assumes any and all risk associated with the Clients participation in the Activities under this Agreement, including but not limited to the risk of dizziness; strains and/or sprains; fractures of any kind; syncope (fainting); arrhythmia (alteration in heart rhythm); dyspnea (Shortness of breath); angina pectoris (chest pain); tachycardia (rapid resting heart rate over 100 beats per minute); myocardial infarction (heart attack); cerebrovascular accident (stroke); dysrhythmia (abnormal rhythm of brain waves or heart rhythm), and/or any other physical injury, due to any cause whatsoever.

Release of Liability

1. By purchasing these services and checking “Yes I Agree to the Terms Of

Service & Effect Of Termination” the Client certifies that the Client voluntarily agrees to participate in the Activities under this Agreement, including but not limited to the activities of training; exercise; aerobics and aerobic conditioning and training; weight training; circuit training; cardiovascular exercise and training; use of machinery, training equipment, free weights, circuit machinery and cardiovascular machines, stretching; weight lifting; testing, including but not limited to testing of the cardiovascular system, heart rate, muscle strength, endurance, and flexibility; and any other training activities, techniques, and/or exercise. The Client further agrees to follow all rules set forth by Douglass Ogle/SymmetryFit4Life.

2. By purchasing these services and checking “Yes I Agree to the Terms Of Service & Effect Of Termination,” and in consideration of the privilege of participation in the Activities under this Agreement and the training services provided by Douglass Ogle/SymmetryFit4Life, the Client for himself, his heirs, assigns, administrators, executors, and/or all members of his family, including minors, waives, releases, holds harmless and forever discharges Douglass Ogle/SymmetryFit4Life its successors in interest, assigns, servants, agents, employees, independent Agreementors, associates, officers, directors, officials and any other participants in the Activities under this Agreement, from any and all responsibility, liability, claims and demands of any kind and nature, damages, actions, causes of action of any kind, whether now known or unknown, or which the Client may have now, or which may hereafter accrue to the Client (collectively, the Claims), including but not limited to Claims based upon or related to dizziness: strains and/or sprains; fractures of any kind; syncope (fainting); arrhythmia (alteration in heart rhythm); dyspnea (shortness of breath); angina pectoris (chest pain); tachycardia (rapid resting heart rate over 100 beats per minute); myocardial infarction (heart attack); cerebrovascular accident (stroke); dysrhythmia (abnormal rhythm of brain waves or hearth rhythm); and/or any other physical injury, due to any cause whatsoever, including the act or omission, negligence or any other fault of Douglass Ogle/SymmetryFit4Life, its successors in interest, assigns, servants, agents, employees, independent Agreementors, associates, officers, directors, officials and any other participants in the Activities under this Agreement.