

# Client Agreement | USA Version



Nofi Fitness  
PO Box 381112, Murdock FL 33938  
631-294-7802  
Eileen.nofi@gmail.com

Client Name

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Address

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Date of Birth

Email

Cell Phone

Home Phone

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Emergency Contact Name

Phone

Relationship

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Training Sessions: You are purchasing a program that may include working with one or more trainers. We do our best to keep consistency within the program, however, the originally assigned trainer may not be available to conduct any one or all sessions/calls in which case another trainer will be assigned. Member is not entitled to a refund if the originally assigned trainer is not available. Arrival to a session/call after 15 minutes of your scheduled time will be considered a “no-show” unless there are extenuating circumstances that are clearly discussed with your trainer. We understand emergencies do occur and we ask that you be considerate of our time and we will be considerate of yours as well. Regardless of starting time, all sessions will end at the predetermined end time.

Payment: All sessions are by pre-paid appointment only. The amount paid is non-refundable except as stated hereafter. All sessions in a package must be completed

within one year of your starting that package. Sessions are not transferable without our written consent.

Rules: You agree to follow all instructions of your trainer/the facility.

Health: You represent that you do not have any health condition that strenuous exercise could make worse. You understand that our trainers are not medically trained to monitor your health during exercise. You agree to contact your own doctor for any questions regarding your ability to exercise safely. This program is for your recreational use only and nothing stated, given, or written should be taken as medical advice.

Renewal: You may renew this agreement, and keep your reserved time slot, only by making a payment on another package before your last paid session/call. A payment on any new package of sessions renews this agreement. We may increase rates at any time, except for the sessions included in this agreement. We are not obligated to renew this agreement at the rate in this agreement.

Cancellation:

- A. If you cancel or reschedule a session/call after 6:00 pm the day before your appointment, it counts as a used session/call. This policy is strictly enforced with no exceptions. You may call, text, or email us at least 24-hours prior to your scheduled appointment time to cancel without being charged. You will receive an email or text reply confirming our receipt of your message. Excessive cancellations interfere with your progress and our scheduling. If we believe your cancellations are excessive, we will discuss this with you, but we reserve the right to cancel your reserved time slot.
- B. You may cancel this agreement within 3 days, exclusive of holidays and weekends, of its making, upon delivery of written notice to email and or address. You will receive an email or text reply confirming our receipt of your message. You will receive a complete refund of all monies paid within 30 days after receipt of the notice of cancellation made within the 3-day provision. You may also cancel this agreement under other conditions stated on the cancellation/termination. Your agreement will not be cancelled until you receive an official cancellation notice from us.

This agreement contains a waiver of any right you may ever have to claim any damages for loss, injury, or death from Nofi Fitness, its officers, affiliates, and others having a vested interest in Nofi Fitness.

Cancellation upon death or disability: The buyer may cancel this agreement if the buyer dies or becomes physically unable to avail himself or herself of a substantial portion of

those services which he or she used from the commencement of the agreement until the time of disability, with refund of funds paid or accepted in payment of the agreement in an amount computed by dividing the agreement price by the number of weeks in the agreement term and multiplying the result by the number of weeks remaining in the agreement term. The buyer or the buyer's estate seeking relief under this paragraph shall provide proof of disability or death. A physical disability sufficient to warrant cancellation of the agreement by the buyer shall be established if the buyer furnishes to the health studio a certification of such disability by a physician licensed under Florida Law to the extent the diagnosis or treatment of the disability is within the physician's scope of practice. A refund shall be issued within 30 days after receipt of the notice of cancellation made pursuant to this paragraph.

Other Cancellation Provisions: If this location goes out of business, or moves its facilities more than 10 driving miles from the business location designated in such agreement and fails to provide, within 30 days, a facility of equal quality located within 10 driving miles of the business location designated in such agreement at no additional cost to the buyer, you may cancel this agreement and receive a complete refund of all dues paid for future services within 30 days after receipt of the notice of cancellation. Notice of intent to cancel by the buyer shall be given in writing to Nofi Fitness. Such a notice of cancellation from the consumer shall also terminate automatically the consumer's obligation to any entity to whom Nofi Fitness has subrogated or assigned the consumer's agreement. The business location of a health studio shall not be deemed out of business when temporarily closed for repair and renovation of the premises: Upon sale, for not more than 14 consecutive days; or during ownership, for not more than 7 consecutive days and not more than two periods of 7 consecutive days in any calendar year. Any notice of intent to cancel or termination by client under any provision of this agreement must be delivered via mail to Nofi Fitness, PO Box 381112, Murdock FL 33938. Your agreement will not be considered cancelled until you receive an official cancellation notice from us.

Refunds: All fees for this Agreement are immediately earned by Nofi Fitness. All fitness service fees are non-refundable, unless specifically stated otherwise in the agreement. If you are entitled to a refund, your refund will be limited to unused sessions. In no event are you entitled to a refund for used sessions.

Termination for Cause by Nofi Fitness (Company): Company may, at its option, terminate your agreement if: you fail to make timely payments under any payment plan, any monthly payments or dues are late, the monthly EFT/RCC payments or dues are interrupted or discontinued for any reason and you or your cosigner do not provide an acceptable alternative, you fail to follow any of Company membership policies or club

rules or violate any part of this agreement, or your conduct is improper or harmful to the best interest of Company or its members. Termination is effective on the date Company mails a written notice to your last known address. You are liable for all financial obligations until that date.

Termination Without Cause by COMPANY: Company reserves the right to terminate your membership for any reason not stated above and not prohibited by law. If Company does so, it will mail a written termination notice to your last known address and refund any unused prepaid dues.

Early Termination Fee: You may cancel this agreement before the agreed upon term has been reached by paying 1/2 of the remaining balance left on the agreement. For example, if you are 2 months in to a 12 month agreement (10 months left), your termination fee would be the equivalent of 5 months x the agreed upon monthly rate.

MEMBERSHIP FREEZE POLICY – Nofi Fitness will only freeze your agreement if you are in good standing, you have all initiation fees paid, you are current on your monthly dues, you provide at least ten (10) days notice for a freeze request to allow Nofi Fitness to process your request. Your agreement will only be considered frozen upon receiving an official Freeze Notice from us. You will still be charged for the freeze periods and the "frozen time" will be added at the end of the current agreement term.

3 month membership: 1 week of freeze allowed

6 month membership: 2 weeks of freeze allowed

12 month membership: 4 weeks of freeze allowed

#### Assumption of Risk, Waiver and Release of Liability, and Miscellaneous Provisions

In consideration of the permission to use the facilities, equipment, services, premises, and products provided at/by Nofi Fitness (hereafter The Company) today, and at any time in the future, I understand and agree to all of the following:

Assumption of Risk: I understand that any physical activity carries with it an inherent risk of injury. Strength training can involve strenuous exertions of various muscles placing stress on the muscles, bones, and joints. Cardiovascular training can involve sustained physical activity placing stress on the heart, arteries, and blood pressure. Risk of injury may be minor such as soreness, sprains, strains, and bruises, or serious such as heart attack, stroke, paralysis, and death. I understand these risks and agree to assume all risk of injury or illness associated with exercise whatever the cause.

Waiver and Release of Liability: I voluntarily and knowingly agree on behalf of myself, my spouse, my heirs, personal representative, assigns, and anyone else claiming by or through me to release, waive, and discharge The Company, its directors, officers, owners, employees, volunteers, independent contractors, agents, assigns, successors, vendors, suppliers, equipment manufacturers, lessors, consultants, other clients, and all others associated with them (collectively "all others") from all liability from any and all claims, demands, or suits arising from the acts, failure to act, or conduct of any of them arising from their negligence (whether ordinary or gross), breach of duty, or any other theory of legal liability for (1) any physical or emotional injury or illness suffered by me (including death) arising from my attending The Company or using its equipment, facilities, services, products, and/or premises; and (2) any damage to, loss of, or theft of my property.

Indemnification and Hold Harmless: I agree on behalf of myself, my spouse, my heirs, personal representative, assigns, and anyone else claiming by or through me to indemnify and hold harmless The Company and all others by paying all costs and attorneys' fees they incur in investigating and defending a claim or suit if such claim or suit is withdrawn, or if a court determines for whatever reason (including the enforceability of this agreement, that The Company and or others are not liable for the injury or loss.

Denied Payment Charges: If my payment is denied for any reason, I agree to pay a \$25.00 service charge plus the amount of the denied payment within 5 days. I agree to pay all costs of collection, including reasonable attorney's fees and court costs.

Interpretation: This agreement is intended to be interpreted as broad and as inclusive as permitted by the laws of Florida to relieve The Company, and all others associated in any way with The Company, from all liability for any and all claims for damages due to injury or property loss based on any legal theory.

Severability and Venue: If any portion of this agreement is held invalid, the balance of the agreement shall continue in full legal force. Any legal action shall be brought in Florida/Charlotte County

Consent to Physical Contact: It is sometimes necessary for a trainer to physically touch a client to attain the proper form for an exercise. I hereby consent to such appropriate physical contact.

Media Release

I understand and accept that my image, comments, likeness, accomplishments, goals, and challenges I overcame may be used by Nofi Fitness and that I am not entitled to any compensation for such use. I reserve the right to have the aforementioned remain private by submitting such a request within 15 business days of signing this agreement. I understand that my image and voice may be recorded/captured during calls, online sessions, and in person.

Entire Agreement: I have not relied on any oral representations by anyone in addition to, or inconsistent with, the written terms of this agreement.

By signing below you acknowledge you have read, understand, and agree to all terms on the entire agreement, and have received a copy of this agreement, or that one will be sent to you electronically within 48 hours of signing this agreement.

Name of Package purchased: \_\_\_\_\_

Package Value: \$ \_\_\_\_\_ Initial Payment Made: \$ \_\_\_\_\_

I agree to pay \$ \_\_\_\_\_ per month for \_\_\_\_\_ months. My next payment due will be on \_\_\_\_\_ and then every 30 days after that.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For Nofi Fitness by: \_\_\_\_\_ Date: \_\_\_\_\_