

EYT Pilates
Fitness Services Agreement

You are engaging Jumping Frog Pilates LLC, a New Jersey limited liability company doing business as EYT Pilates, ("EYT Teacher") for certain fitness training classes or sessions as agreed to between you and EYT Teacher from time to time, and you agree to the following terms and conditions:

Services. EYT Teacher will provide fitness training classes or services as agreed in the attached scope of work, or other writings as agreed to between the parties from time to time, each a SOW, incorporated into this Agreement by reference. The fees for the services are as specified in the relevant SOW.

Cancellation. Individual sessions can be cancelled or rescheduled once with more than 24 hours advance notice prior to the session. Otherwise, the full fee is due for the missed or cancelled session. Group sessions cannot be rescheduled or cancelled, and no refunds are issued for missed group classes.

Risk Disclaimers. You acknowledge that participation in personal training and fitness activities involves inherent risks, including but not limited to, the risk of injury, illness, or death, and you assume all risks associated with your participation. EYT Teacher is not a doctor and the services are not medical advice, and you should consult with a medical professional regarding any health questions you have about participating in the fitness training program. You promise that to the best of your knowledge you are in sufficiently good health and condition to participate in the fitness training program and that you have consulted with a medical professional regarding your participation to the extent you feel necessary.

Liability Release. You, on behalf of yourself and your heirs, executors, administrators, and assigns, hereby release, waive, discharge the EYT Teacher, and their respective agents, representatives, and employees (the "Released Parties"), from any and all claims, demands, damages, losses, or liabilities (the "Claims"), arising from or related to your participation in personal training and fitness activities, to the fullest extent permitted by law, and you agree to indemnify defend and hold harmless the Released Parties from any such Claims brought against them by any third parties, to the fullest extent permitted by law. In no event shall the EYT Teacher's liability exceed the amount paid by you for the services provided under this Agreement in the week subject to liability, and in no event will EYT Teacher be liable to you for any special, consequential, or punitive damages, including lost profits or loss of opportunity.

Warranty Disclaimers. EYT Teacher makes no warranties or guarantees, express or implied, regarding any particular results you may achieve from the personal training and fitness activities, and you acknowledge that individual results may vary.

Intellectual Property Rights. EYT Teacher owns and retains all rights, title, and interest in and to any and all of EYT Teacher's training materials and other intellectual property, including but not limited to, methodologies, techniques, and programs, used or provided in connection with the personal training services under this Agreement (collectively, the "Intellectual Property"). You agree not to use, reproduce, distribute, or disclose the Intellectual Property for any purpose other than for your own personal use in connection with the services provided by the EYT Teacher under this Agreement.

Likeness Release. Unless otherwise agreed to in advance, you agree that EYT Teacher may photograph and record you in connection with the sessions and may use such photographs and recordings for promotional and marketing purposes. If you have any privacy concerns, please let EYT Teacher know in advance.

General. This agreement is governed by the laws of the state of New Jersey. Any disputes will be attempted to be resolved first by mediation prior to the commencement of any lawsuits or arbitration, and any such lawsuits or arbitrations must be held in Bergen county. If any aspect of these agreement is found to be unlawful, void, or unenforceable, the remainder of this agreement shall remain in full force and effect.

You have read, understood, and agreed to everything in this agreement:

Client Name: _____

X _____