

**REQUEST FOR PARTICIPATION IN PERSONAL FITNESS PROGRAM AND
FACILITIES OF PHYSICAL ED'S**

To meet the goals that I have set for my physical fitness, I request participation in the personal fitness program offered by Physical Ed's Certified Personal Fitness Trainers, Inc., a Massachusetts Corporation located at 89Z Washington Ave., Natick, Massachusetts 01760 (hereinafter "Physical Ed"). I have chosen the program(s) checked below:

PROGRAMS - PRICE LIST

All programs below **EXPIRE** in designated **TIME FRAME** or upon **COMPLETION OF LAST PERSONAL TRAINING SESSION, WHICHEVER OCCURS FIRST.**

- | | | |
|-----------------------------------|---|-----------------|
| <input type="checkbox"/> A | <u>TWO (2) – Two (2) One (1) hour, One-on-One Personal Training Sessions</u>
All two (2) sessions must be used within SIX (6) WEEKS from the date of purchase. Program includes independent use of all the exercise equipment. | \$ 299 |
| <input type="checkbox"/> B | <u>FIVE (5) - Five (5) One (1) hour, One-on-One Personal Training Sessions</u>
All five (5) sessions must be used within TEN (10) WEEKS from the date of purchase. Program includes independent use of all the exercise equipment. | \$ 549 |
| <input type="checkbox"/> C | <u>TEN (10) – Ten (10) One (1) hour One-on-One Personal Training Sessions</u>
All ten (10) sessions must be used within TWELVE (12) WEEKS from the date of purchase. Program includes independent use of all the exercise equipment. | \$ 999 |
| <input type="checkbox"/> D | <u>TWENTY (20) – Twenty (20) One (1) hour One-on-One Personal Training Sessions</u>
All twenty (20) sessions must be used within TWENTY-TWO (22) WEEKS from the date of purchase. Program includes independent use of all the exercise equipment. | \$ 1,899 |
| <input type="checkbox"/> E | <u>CONTINUING ED (1) - One (1) hour One-on-One Personal Training Session</u>
Available ONLY after COMPLETING the A, B, C OR D PROGRAM.
Consecutive Use Not Permitted.
Program includes independent use of all the exercise equipment for EIGHT (8) WEEKS. | \$ 399 |

CANCELLATION POLICY

Sessions may be cancelled and rescheduled so long as notice of cancellation by the client is *more than twenty-four (24) hours prior to the scheduled session*. **All scheduled sessions cancelled less than twenty-four (24) hours before the scheduled session are considered used and are deducted from the program.**

CONTRACT CANCELLATION

“CONSUMER RIGHT TO CANCELLATION. YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION BY CAUSING A WRITTEN NOTICE OF YOUR CANCELLATION TO BE DELIVERED IN PERSON OR POSTMARKED BY CERTIFIED OR REGISTERED UNITED STATES MAIL WITHIN THREE (3) BUSINESS DAYS OF THE DATE OF THIS CONTRACT OR THE DATE OF YOUR RECEIPT TO THE ADDRESS SPECIFIED IN THIS CONTRACT.”

ADDITIONAL RIGHTS TO CANCELLATION

YOU OR YOUR ESTATE MAY ALSO CANCEL THIS CONTRACT FOR ANY OF THE FOLLOWING REASONS:

IF UPON A DOCTOR'S ORDER, YOU CANNOT PHYSICALLY OR MEDICALLY RECEIVE THE SERVICES BECAUSE OF SIGNIFICANT PHYSICAL OR MEDICAL DISABILITY FOR A PERIOD IN EXCESS OF THREE MONTHS;

IN CASE OF YOUR DEATH;

IF THE HEALTH CLUB SERVICES TO BE PROVIDED UNDER THIS CONTRACT ARE NOT AVAILABLE BECAUSE THE SELLER FAILS TO OPEN A PLANNED HEALTH CLUB OR LOCATION, PERMANENTLY DISCONTINUES OPERATION OF A HEALTH CLUB OR LOCATION, OR SUBSTANTIALLY CHANGES THE OPERATION OF A HEALTH CLUB OR LOCATION.

IF YOU MOVE EITHER YOUR RESIDENCE OR YOUR PLACE OF EMPLOYMENT MORE THAN TWENTY-FIVE MILES FROM ANY HEALTH CLUB OPERATED BY THE SELLER OR A SUBSTANTIALLY SIMILAR HEALTH CLUB WHICH WILL ACCEPT THE SELLER'S OBLIGATION UNDER THE CONTRACT.

I understand that the program(s) that I have chosen involves physical activities of all types, e.g. continuous and rigorous aerobic training, stretching, weight lifting, and the use of various types of equipment. I acknowledge that all of such activities must be performed in a proper manner and that all equipment must be used in an approved manner. The failure to follow proper form or to over-exert or over-extend beyond my physical abilities may lead to injury or even to death. I have been advised to seek the opinion of a physician of my choice as to my physical fitness for the program(s)

I have chosen prior to the commencement of the program(s). I have done so or I have decided to participate in the program without the opinion or approval of my physician.

I acknowledge that I shall be permitted to use certain free weights, cardiovascular machines, and that all such use shall be unsupervised. I further acknowledge that there are certain weight machines that have been identified through the appearance of a red marking that are not to be used under any circumstances without the direct supervision of a certified personal fitness trainer designated by Physical Ed's Certified Personal Fitness Trainers, Inc. I shall be responsible for the proper and safe use of all free weights, weight machines and cardiovascular machines located in the facility, and hereby acknowledge that the use of all machines and equipment is done so at my own risk.

I hereby further acknowledge and agree that I am participating in the activities at my own risk and that I shall indemnify, defend, and hold harmless the Physical Ed's Certified Personal Fitness Trainers, Inc. and its officers, directors, agents, and employees from and against any and all demands, claims, and damages to persons or property, losses and liabilities, including reasonable attorney's fees, arising out of or caused by my participation in the activities and or the use of the Physical Ed's facility, its appurtenances and/or equipment.

PHYSICAL ED'S RIGHTS TO CANCELLATION

Physical Ed's retains the right to refuse to enter into an agreement with the Client for a personal fitness program or for use of the facilities of Physical Ed's if, in the sole discretion of Physical Ed's, the Client is not sufficiently physically fit to participate in the program. Moreover, in the event that Physical Ed's determines after commencement of the program and after execution of this Agreement the Client is not sufficiently physically fit to continue for whatsoever reason, then Physical Ed's may cancel this Agreement upon written notice to the Client together with a return to the Client of the percentage of any prepaid fee that is applicable to the unused portion of the personal fitness program.

Repeated refusal or neglect by the Client to follow the rules and regulations of Physical Ed's either posted or listed on the attached sheet or to respect the rights of other members may lead, in the sole discretion of Physical Ed's to the termination of the Client's right to use of the facilities and to participate in a personal fitness program. Physical Ed's may exercise its option to terminate by delivering a written notice of termination to the Client at the address below together with the return to the Client of the percentage of any prepaid fee that is applicable to the unused portion of the personal fitness program.

MANDATORY ARBITRATION

Both parties agree that any and all legal controversies that may arise between Physical Ed's and the Client relating to the Client's personal training, or any other service rendered to the Client by Physical Ed's; including without limitation; any and all claims for property damage, physical injury or consequential damage, unless such controversy can be resolved informally, shall be submitted to mandatory, final and binding arbitration in the Metro west area in accordance with the Rules of the American Arbitration Association or other comparable, professional alternate dispute resolution firm then in existence. Provided, however, that there shall be two (2) arbitrators and one of said arbitrators shall be a person who has a minimum of five (5) years' experience as the operator or owner of a personal fitness business and has personal experience as a fitness professional in the discipline at issue in the legal controversy. Each party shall bear their own costs and expenses of arbitration. Any award rendered by the arbitrators pursuant to this agreement shall be final and binding on all parties to the proceeding and judgment on such award may be entered by either party in the applicable court in the appropriate jurisdiction.

I UNDERSTAND THE ABOVE TERMS AND AGREE TO THEM.

Signature Date

Print your name

Street Address Town or City State Zip Code

Telephone Number Email Address

Physical Ed's Certified Personal Fitness Trainers, Inc. by