

The Lean Body Project - 6 Week Transformation Challenge: Terms and Conditions and Agreement

LIABILITY WAIVER

I (hereinafter referred to as "Client") enter into this Agreement with The Lean Body Project, which will be providing services through its employees (hereinafter referred to as "Trainer"). Client has requested that Trainer conduct Client's personal training sessions at The Lean Body Project or in Client's home, office, or other location (hereinafter "Session", "Home", "Office" or "Location", or referred to collectively as "Location"), with said Training session to be provided pursuant to the fee schedule herein, and Trainer agrees to provide said Training sessions subject to Client's agreement to the following additional terms and conditions as follows:

ASSUMPTION OF THE RISK: I am aware that all activities associated with receiving fitness and health training instruction from Trainer, including, but not limited to, activities involving aerobic exercise, stretching exercise, running and weight lifting, as well as additional strenuous exercise and/or exertion of strength, and other sustained physical activities, which place stress on the cardiovascular and muscular systems (collectively referred to herein as "Training"), are and can be hazardous activities that include certain risks and dangers, including but not limited to, catastrophic injuries, including paralysis, other serious injury, and death.

I VOLUNTARILY ACCEPT FULL RESPONSIBILITY OF ALL RISKS INVOLVED, INCLUDING RISKS FROM PARTICIPATING IN ANY WAY IN THE TRAINING USE OF EQUIPMENT PROVIDED BY THE TRAINER OR USE OF EQUIPMENT I PROVIDE, WHETHER THE TRAINING OCCURS AT THE STUDIO, MY HOME, OFFICE, OR ANY OTHER LOCATION.

WAIVER: In consideration of my participation in the training provided by Trainer I, for myself, my heirs, executors, administrators or assigns, do hereby release, waive, discharge and covenant not to sue Trainer and/or its members, managers, officers, directors, agents, employees, and affiliated entities (Hereinafter referred to as "Releasees") from liability, from any and all claims, including the negligence of Trainer resulting in personal injury, accident or illnesses (including Death), and property loss arising from, but not limited to, participation in the training and use of facilities, premises or equipment wherever located and by whomever provided. In further consideration for the right to use equipment provided by Trainer or equipment at another location, I acknowledge and agree that Trainer has not inspected the equipment at the Location or the suitability of the area for the training. I expressly release, hold harmless, discharge and indemnify (including costs and legal fees) Trainer and Releasees for any loss, injury or damage (including Death) from any cause, including negligence arising out of any Location, and/or arising out of the use of my equipment, or equipment or facilities provided by Trainer.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD Trainer and all Releases harmless of any and all claims, actions, suits, procedures, costs, expenses, duties and liabilities, including legal fees brought as a result of my Training with Trainer and to reimburse Trainer for any such expenses incurred.

TERMS AND CONDITIONS OF MEMBERSHIP

PLEASE READ ALL OF OUR POLICIES SO THERE IS NO CONFUSION ON HOW OUR PROGRAM WORKS

DOCTOR APPROVAL: I have represented to The Lean Body Project that I have either a) been given a Doctor's permission to participate in the Training, or b) voluntarily participate in the Training and all risks related to the Training without the approval of my Doctor(s). I represent that I am not aware of any medical or physical condition that would prevent me from participating in the Training or from using equipment or facilities, which pose a serious health risk to me. I further acknowledge that Trainer has relied on my statements as being accurate and complete, as a condition to entering into this Agreement. I further acknowledge and agree that I am not obligated to participate in any Training that I do not wish to participate in. I will inform Trainer immediately if I do not wish to participate in any specific Training.

The Lean Body Project, 12-16 Princes St, Stockport, SK1 1SE

MEMBERSHIP DURATION: I understand that my initial membership will last for a total of 6 weeks from my start date

RESCHEDULING / MISSED SESSIONS: I understand missed sessions do NOT carry over into the next week or phase and that I am responsible for attending all of my sessions.

NAME AND LIKENESS RELEASE: I understand that Trainer may photograph or video me prior to, during the delivery of, or at the completion of Training and I agree to allow Trainer to use photographs and videos of me, as well as name and likeness for promotional purposes.

FREE PROGRAM: I understand that upon successful completion of the program, should I choose to remain a member and if I meet my personalized goals set during my consultation, my initial payment will be taken off a 12-month membership at the end of my initial 6 weeks.

CANCELLATION/ REFUND POLICY: I understand that upon accepting a limited place on the program there is no refund policy (i.e. if you choose not to take your place on the program your payment it is not refundable)

Terms Of Successful Completion:

As part of my accepting one of the very limited spaces on this coaching program, I agree to all of the following terms of this agreement and accept that not adhering to any of the following terms will mean my initial payment will not be taken off a 12-month membership at the end of my initial 6 weeks.

1. Provide a testimonial in the form of a Facebook and Google Review at the end of the program and allow these to be used for promotional purposes.
2. Make a Video Testimonial
3. Provide before and after pictures to be used for promotional purposes.

Participant Name _____