

# Terms and Conditions

SPT- XPRESS Training Program Membership Service Agreement

The Membership Service and Release of Liability Agreement

(the Agreement) is between SPT-XPRESS and you, the Client (individually, if you are the Client, and/or as agents or guardian of the Client). It is agreed by the between SPT-Xpress and the Client that Client is purchasing, for the benefit of the Client, a fitness program membership, from SPT-Xpress according to the terms of the full agreement by scrolling down of this Service Agreement.

EFT Request and Authorization: Client hereby authorizes SPT-Xpress or its assigns to make periodic charges or withdrawals (EFT Authorization) from the account used to pay the initial payment described above or the account listed below or replacement account designated by Client and accepted by SPT- Xpress for payment of any and all fees, late charges, costs, expenses or any other monies due to SPT-Xpress under the terms and conditions of this Agreement. Client understands that Client is entitled to notice of all varying charges and withdrawals under the EFT, but Client waives the right to receive prior notice of charges or withdrawals made with respect to any uncollected payments or portions of the balance due described above and the corresponding service charges, both of which Client agrees are not varying charges or withdrawals. The client may change the account the designated herein upon thirty (30) days written the notice to, and approved by, SPT-XPRESS. Client may timely notify the financial institution in control of Clients account to terminate this Request, buy such notification will constitute a default and may cause all sums under this

Agreement to be due and payable immediately together with all costs of collection to the extent permitted by law. SPT-Xpress or its assigns reserves the right to add the following fees to the Clients account balance should any of the following occur. Re-submit unpaid EFT draft-ten dollars, unpaid EFT draft (after re-submittal)-fifteen dollars, unpaid credit card debit-fifteen dollars, unpaid customer check-fifteen dollars. Payments received more than ten (10) days after the due date are assessed a late fee-fifteen dollars.

**IMPORTANT NOTE:** Client, by + and agreeing to partake in SPT-Xpress Semi-Private Training / Personal Training Program service and related activities, agrees to release SPT-Xpress and employees from liability due to participation. The client is urged to have this release agreement reviewed by their attorney before signing.

By signing this Agreement, Client acknowledges that Client has read, understood and agrees to all terms and conditions of this agreement (including the additional terms and conditions on the lower have of the page) after having the opportunity to have it reviewed by an attorney at the discretion of Client. Client further acknowledges Client had received a filled-in and completed copy of this agreement, which includes the E.F.T. request, the release and waiver of liability, and Additional

## Terms and Provisions

located on the front and reverse side of the Agreement. This Agreement constitutes the entire agreement between the parties and no other agreement or understanding exists between Client and SPT-Xpress. SPT-Xpress has made no express or implied warranties or misrepresentations other than those expressly set forth in this agreement to induce Client to enter into this Agreement. Any conflict between the original Agreement and any copy of the original Agreement shall be controlled by the

original Agreement.

YOU, THE CLIENT, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE AGREEMENT, EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS. TO CANCEL THIS AGREEMENT, MAIL OR DELIVER A SIGNED AND DATED NOTICE, OR SEND A WRITTEN COPY OF WHICH STATES THAT YOU, THE CLIENT, ARE CANCELLING THIS AGREEMENT.

## ADDITIONAL TERMS AND PROVISIONS

### RELEASE OF LIABILITY

CLIENTS ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AND FULL RELEASE FROM LIABILITY OF SPT-XPRESS: CLIENT ACKNOWLEDGES THAT THE PERSONAL TRAINING/SEMI-PRIVATE TRAINING/ ONLINE TRAINING PROGRAMS PURCHASED HEREUNDER INCLUDES PARTICIPATION IN STRENUOUS PHYSICAL ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, RUNNING, WEIGHT TRAINING, STATIONARY BICYCLING, GYMNASTIC MOVEMENTS, VARIOUS AEROBIC CONDITIONING MACHINERY OFFERED BY SPT-XPRESS (THE PHYSICAL ACTIVITIES). CLIENT ACKNOWLEDGES THESE PHYSICAL ACTIVITIES INVOLVE THE INHERENT RISK OF PHYSICAL INJURIES OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, HEART ATTACKS, MUSCLE STRAINS, PULLS OR TEARS, BROKEN BONES, SHIN SPLINTS, HEAT EXHAUSTION, KNEE/LOWER BACK/FOOT INJURIES AND ANY OTHER ILLNESS, SORENESS, OR INJURY, HOWEVER CAUSED, OCCURRING DURING OR AFTER CLIENTS PARTICIPATION IN THE PHYSICAL ACTIVITIES. CLIENT FURTHER ACKNOWLEDGES THAT SUCH RISKS INCLUDE, BUT ARE NOT LIMITED TO, INJURIES CAUSED BY THE NEGLIGENCE OF AN INSTRUCTOR OR OTHER PERSON, DEFECTIVE OR IMPROPERLY USED EQUIPMENT, OVER-EXERTION OF A CLIENT, SLIP AND FALL BY CLIENT, OR AN UNKNOWN HEALTH PROBLEM OF CLIENT. CLIENT AGREES TO ASSUME ALL RISK AND RESPONSIBILITY ARISING FROM PARTICIPATION IN THE PHYSICAL ACTIVITIES. CLIENT AFFIRMS THAT CLIENT IS IN GOOD PHYSICAL CONDITION AND DOES NOT

SUFFER FROM ANY DISABILITY THAT WOULD PREVENT OR LIMIT PARTICIPATION IN THE PHYSICAL ACTIVITIES. CLIENT ACKNOWLEDGES PARTICIPATION WILL BE PHYSICALLY AND MENTALLY CHALLENGING, AND CLIENT AGREES THAT IT IS THE RESPONSIBILITY OF CLIENT TO SEEK COMPETENT MEDICAL ADVICE REGARDING ANY CONCERNS OR QUESTIONS CONCERNING THE ABILITY OF CLIENT TO TAKE PART IN SPT-Xpress PHYSICAL ACTIVITIES. BY SIGNING THIS AGREEMENT, CLIENT AFFIRMS THAT HE OR SHE IS CAPABLE OF PARTICIPATING IN THE PHYSICAL ACTIVITIES. CLIENT AGREES TO ASSUME ALL RISK AND RESPONSIBILITIES FOR EXCEEDING HIS OR HER PHYSICAL LIMITS. CLIENT, ON BEHALF OF CLIENT, HIS OR HER HEIRS, ASSIGNS AND NEXT OF KIN, WAIVES ANY CLAIMS AGAINST AND RELEASES SPT-Xpress (AS WELL AS ANY OF ITS OWNERS, EMPLOYEES, OR OTHER AUTHORIZED AGENTS, INCLUDING INDEPENDENT CONTRACTORS,) FROM ANY AND ALL LIABILITY, CLAIMS AND/OR CAUSES OF ACTION THAT CLIENT MAY HAVE FOR INJURIES OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO PUNITIVE DAMAGES, ARISING OUT OF PARTICIPATION IN SPT-Xpress ACTIVITIES, INCLUDING, BUT NOT LIMITED TO THE PERSONAL TRAINING/APPLICATION(APP) AND THE PHYSICAL ACTIVITIES.FITNESS PROGRAM MEMBERSHIP AGREEMENT SERVICES. The service being requested is for coaching designed to progress you toward SPT-Xpress.

The agreement is for coaching services over a specific period of time during which the student is eligible to partake in any and all activities in accordance with their membership package. This is NOT an agreement for a specific number of classes, seminars, or coaching lessons during the agreed upon period.

REFUNDS: No refunds shall be made for services purchased, except as specifically provided in the Agreement.

PAYMENT & BILLING: Client has two options for payment: (1) Payment in full may be made for all services, or (2) Monthly payment by credit card or EFT per the guidelines on page one of the Agreement. The date the Agreement is signed shall be the billing date for the Client. Each month on this date, the monthly payment is charged to the Clients credit card, or deducted from the Clients account

CLIENTS RIGHT TO CANCEL: The Client may not terminate or cancel the Agreement except as follows: (1) If by reason of death or disability, Client is unable to receive all SPT-Xpress services for which Client has contracted, Client and Clients estate shall be relieved from the obligation of making payment for services other than those received or obligated prior to death or the onset of disability (subject to signed doctors note regarding the nature of the disability); and (2) In the event the Client moves further than 25 miles from SPT-Xpress, Client may terminate this agreement by supplying proof of new residence. If the client has prepaid any sum for services, so much of such sum as is allocated to services client has not taken shall be refunded.

**CLIENTS RIGHT TO HOLD:** The Client may, for periods of two weeks or longer, put on hold the Agreement. The request to place the Agreement on hold must be submitted prior to the hold dates (no retroactive holds) and must include an end date (or return date) with the following exceptions: Client is injured or sick, or Client is pregnant and/or has had a baby. In both cases, the return date will be mutually determined based on the recovery and recuperation of the Client.

**CLIENTS DEFAULT:** Client shall be deemed in default of this Agreement upon the failure to comply with any of the terms and conditions of the Agreement, including, but not limited to, the obligation to make any payment as and when due. Upon default, SPT-Xpress shall have all rights and remedies available, including termination of this Agreement and institution of an action for all applicable damages. If SPT-Xpress delays or refrains from exercising any rights under this Agreement, SPT-Xpress does not waive, nor will SPT-Xpress lose those rights. If SPT-Xpress accepts late or partial payments from the buyer, SPT-Xpress does not waive the right to receive full and timely payments and other charges due under this Agreement.

**SUCCESSORS AND ASSIGNS:** Client agrees that all terms and conditions of this Agreement shall be binding upon the heirs, Personal Representatives, lawful successors, and assigns of Client, and anyone claiming by or through Client.

**ENFORCEABILITY:** The parties agree that if any provision or portion of this Agreement is declared void and unenforceable, such provision or portion of a provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect. However, Client specifically agrees all the terms and conditions are to be enforced and Client specifically waives any statute or other rights of any type, which would invalidate the enforceability of any provision or portion of a provision of this Agreement.

**GOVERNING LAW:** This Agreement shall be governed and enforced in accordance with the laws of the State of North Carolina. In the event litigation is necessary to enforce any of the terms and conditions of this Agreement, SPT-Xpress and Client agree that the venue for such action shall exclusively be Wake County, North Carolina.

**ATTORNEY FEES:** In the event either party finds it necessary to commence litigation or other court action to enforce the terms and conditions of this Agreement, the prevailing party in such litigation or court action shall be entitled to receive their actual attorneys fees incurred, together with court costs, and other charges from the other party as a part of any ruling or judgment.