



Group Fitness Classes Agreement

(includes Fitness, Yoga, TRX, Contact Kickboxing, Strength, and Cycling Classes)

Please Print Clearly:

Name: _____ Date of Birth: _____
Mailing Address: _____ City: _____, MN _____
Cell Phone: _____ Home Phone: _____
Work Phone: _____ Join Date: _____ Male Female
Email Address: _____
Employer Name: _____
How did you hear about TWC? _____

Upon execution of this agreement, I promise and agree to pay Total Wellness Coaching, LLC ("TWC") each month:

- ☐ **\$50.00 for Bronze Level (up to 12 classes / month)**
☐ **\$75.00 for Silver Level (up to 20 classes / month)**
☐ **\$100.00 for Gold Level (Unlimited classes / month)**

I understand that there are no further discounts. The undersigned understands this agreement is on a month-to-month basis until the client or TWC cancels the Group Fitness Classes Agreement. The undersigned further understands he/she has chosen the above level and agreement.

Upon execution of this agreement, I promise and agree to pay to TWC the amount as stated above. I understand that my agreement will commence on the day of my first class and every month thereafter on that same day of the month. I understand that there are no registration or enrollment fees to initiate this agreement.

I understand that if I choose to attend more classes than my chosen level (Bronze, Silver, or Gold) has allowed during any one month, I will be charged the current drop-in rate for the extra class(es). I may also choose to change my level to allow for more classes. I understand I will receive one change in my level complimentary, however, further changes will incur a \$10 non-refundable fee. I can increase my level to a higher level at anytime for no fees.

Transfers and Cancellations: I acknowledge my classes agreement is not transferable. **I acknowledge that this classes agreement is automatically renewed on a month-to-month basis, processed monthly on the join date.** The undersigned may CANCEL this agreement at any time. There will be a non-refundable fee of \$25 for any cancellation, EXCEPT if the undersigned has moved more than 30 miles from TWC (*with proof of move*); if medical disability/injury (*with medical excuse from signed by doctor*) prohibits use of facility; or if member transfers to another TWC program. In such cases, the \$25 cancellation fee shall be waived by TWC.

I understand a cancellation request must be submitted in writing to Total Wellness Coaching LLC, no later than fifteen (15) days before processing the next month's payment. Cancellation requests can be sent by registered mail to: Total Wellness Coaching LLC, 538 Main St S, Suite #110, Cambridge, MN 55008 or via email to info@totalwellnesscoachingmn.com. Any cancellation requests received less than 15 days is not guaranteed, meaning the client will be responsible for that month's class fees plus the cancellation fee.

Membership Freeze/Hold: The undersigned may FREEZE / HOLD this membership agreement at any time. There will be a non-refundable fee of \$10 for any freeze, hold, or change to the membership, EXCEPT if the undersigned has a medical issue or injury that prohibits use of facility (*with medical excuse form signed by doctor*); or if member transfers to another TWC program. In such cases, the \$10 change/freeze/hold fee shall be waived by TWC. All medical freezes begin on the day TWC receives the doctor's certificate from the client. It is the client's responsibility to report an injury that will stop them from coming to classes immediately to TWC office in writing.

All "freeze/hold" requests must be submitted in writing to the Total Wellness Coaching Office at least fifteen (15) days in advance of effective date. Freeze/Hold Requests can be sent by registered mail to: Total Wellness Coaching LLC, 538 Main St S, Suite #110, Cambridge, MN 55008 or via email to info@totalwellnesscoachingmn.com. All FREEZE requests must have a start and end date of up to three months. Any change in the re-commencement date will result in a \$10 non-refundable fee; unless it is medical related. In which case, it shall be waived. Member may re-start their monthly class agreement at any time without any fees. During the "freeze/hold" period, payments will not be assessed and the client may not attend classes, except at the current drop-in rate.

Late Fees & Charges: Each billing cycle ends on the last day of the month. I agree to pay a finance charge of 1.5% per month (annual percentage rate of 18%) on any account balance thirty (30) days past due. I also agree to pay any fees and/or expenses TWC incurs in collecting any balance past due on my account, including attorney's fees, collection fees, and cost

of collection. A ten (\$10) dollar charge will be assessed for returned payments, insufficient funds, credit card declines, or stop payments.

Use of Facilities: In return for my monthly class payment, I understand I may attend as many classes as I wish, according to the level (Bronze, Silver, or Gold) that I have selected; and that I have full use of the locker room facilities free of charge, as long as my account remains in good standing and as long as I follow TWC's regulations and policies.

Liability Waiver: I understand that I risk injury and even death if I participate in aerobic and other exercise programs which involve using the services, equipment, machinery, and/or facilities at TWC. I also understand that these risks are heightened if:

- A medical doctor has not first determined that I am physically fit to participate; or
- I participate in exercise/fitness activities or use equipment and/or facilities without first being instructed by TWC's staff in the correct way to participate in the activities or use of the equipment and/or facilities.

I realize that I, and not TWC, am responsible for having my minor children (if applicable) and my own health evaluated before I participate in any exercise program and for receiving instruction from TWC's staff before using any of the services, equipment, or facilities.

Unless I notify TWC in writing to the contrary, I understand and agree that TWC is entitled to assume my physician has approved my own participation (and that of my minor children, if applicable) in the exercise/fitness activities I participate in, and that I have received instructions from TWC's staff on the correct way to use any service, equipment, and/or facility at TWC.

With the full knowledge of the risks involved in participating in aerobic and/or exercise programs and using TWC's services, equipment, and/or facilities, and in consideration of my agreement at TWC, I release Total Wellness Coaching, LLC and its partners, members, employees, independent contractors, and agents from any responsibility for damages, losses, or injuries I suffer while participating in or as a result of any aerobic and/or exercise program, or using any equipment and/or facility at Total Wellness Coaching, LLC.

I also agree to defend any claim or lawsuit, pay all attorney's fees and costs, indemnify and hold harmless Total Wellness Coaching, LLC and its partners, members, employees, independent contractors, and agents from any and all liabilities, claims, and/or demands for damages, injuries, death, losses, costs, or expenses of any kind resulting from or which are claimed to have resulted from my minor children, my spouse, anyone admitted to TWC as my guest, or my own participation in any aerobic and/or exercise program or use of any equipment and/or facility of Total Wellness Coaching, LLC.

I acknowledge receiving, reading, and understand the agreements contained herein, including the release of liability and hold harmless obligations. I authorize TWC to verify the information contained in this Group Fitness Classes agreement.

Customer Right to Cancel: You may cancel this agreement by sending notice of your wish to cancel to TWC before midnight of the third day after you sign this agreement. This notice must be hand delivered to TWC or sent registered mail to: 538 Main St S, Suite #110, Cambridge, MN 55008. Within fifteen (15) days of receipt of this notice, TWC shall return any payments made and any note executed by the customer in connections with the agreement. If you use TWC's facilities or services, TWC may charge you a fee based on days of actual use. The right of cancellation shall affect only the financial obligations under the contract and the customer's right to use TWC's Group Fitness Classes program.

No Other Agreements: This agreement contains the entire agreement between Client and TWC. No representations, warranties, understandings, or oral agreements between Client and TWC will be enforceable unless in writing and signed by the Client and TWC.

Signature of Applicant/Client and/or on behalf of Minor Children

Date

Monthly Dues Method of Payment:

- ☐ Electronic Funds Transfer (EFT) Checking/Savings Account (processed monthly)
- ☐ Credit Card (processed monthly)

Please complete attached authorization form for the applicable payment method.

AGREED and ACCEPTED: Total Wellness Coaching LLC

By:

Date