



Jrogun Motivation and Fitness Training, LLC
"A Fitness and Nutrition Company"
Orlando, Florida

Fitness and Nutrition Contract
Services Agreement
(Terms and Conditions)

Geriatrics ◦ Rehabilitation ◦ Personal Fitness ◦ All-Sport Conditioning ◦ Plant-Based Nutrition ◦ "Wholistic" Health ◦ Wellness

This Participation Agreement (the "Agreement") is made between Jrogun Motivation and Fitness Training, LLC and the undersigned client (the "**Client**"). This Agreement is made because client wishes to receive and Jrogun Motivation and Fitness Training, LLC wishes to provide fitness and nutrition services in the form of Fitness and Nutritional Training Sessions.

In this agreement, the terms "**you**" and "**your**" refer to the Client. A "**Fitness and Nutritional Training Session**" is a time period in which a Fitness and/or Nutritional/Associate(s) trainer provides instruction to a client based on a tailored Fitness and Nutritional program, which is designed for that Client and takes into account that Client's fitness and nutrition objectives, level, and experience. A fitness and nutrition session may include exercise counseling, instruction in the proper use of equipment and technique, and dietary suggestions.

I. Basic Program Information

1. Contact Information

Name: (Last) _____ (First) _____ (M.I.) _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Date of Birth: ____/____/____ **Phone:** (____) - ____ - ____

E-mail: _____

Emergency Contact:

Name: _____

Relationship: _____

Phone: (____) - ____ - ____

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2. Client, Term and Payment.

a. Client. You as a client participating in the program is created when you execute this agreement, including fulfilling all Client Qualifications according to Article II, below, and pay your Fee, defined below.

b. Fee. Your fee includes your initial fee ("**Initial Fee**"), and a fee based on the length of your participation as a client ("**Client Fee**"). Your Initial Fee is due upon execution of this Agreement. Your Client Fee may be paid in one (1) lump sum, or in equal weekly installments.

\$ _____ + \$ _____ = \$ _____
Initial Fee (10% TOTAL DUE) Client Fee (90% BALANCE) TOTAL DUE (100% FEE)

Circle One

Option 1. You opt to pay the Client Fee in one lump sum (_____) equal weekly installments.

Option 2. If you decide to pay in equal weekly installments, your payment is due on the first day of the week(Monday).

Client Start Date: ____/____/____ Client Expiration Date: ____/____/____

[c. Billing Authorization – weekly scheduled automatic withdrawals are required when using credit, debit or checking option for weekly payment installment transactions.]

[d. Client Freeze. You may put your client participation on hold for any reason for one or more weeks, for a minimum of (1) week up to a maximum of (4) weeks (a "**Freeze**"). A Freeze is effective only upon advance written notice to **Jrogun Motivation and Fitness Training, LLC**, sent to the address at **6824 Moorhen Circle, Orlando, FL. 32810-6071** as set forth in this Agreement, which notification shall include the period of time to which you request the Freeze apply. In no instance shall a Freeze apply retroactively. During a Freeze, you may not engage in a Fitness and Nutrition Training Session. If you pay your Client Fee in equal weekly installments, you will not be billed during your Freeze; payments shall resume upon the expiration of your Freeze. Your Client Expiration Date will be extended by the amount of time of your Freeze.]

3. Closings. From time to time, Jrogun Motivation and Fitness Training, LLC may be unavailable for training sessions for reasons seen and/or unforeseen including, but not limited to appointments, emergencies, special events or holidays.

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Jrogun Motivation and Fitness Training, LLC will make every effort to minimize disruption to the client during these periods. Hours of operation may be modified from time to time.

II. Client Qualifications

1. All of the Required Forms must be completed and submitted to Jrogun Motivation and Fitness Training, LLC prior to commencement of a Fitness and Nutrition Training Session. The Required Forms include (i) this Agreement (Fitness and Nutrition Contract Services Agreement Terms and Conditions); (ii) the Client Application Agreement; (iii) the Nutrition Health History; and (iv) the Waiver and Liability Agreement. (Required Forms are subject to change.)
2. You attest that you are at least eighteen (18) years of age. **Initial**_____

If you are under the age of eighteen (18) years of age a parent or legal guardian SIGNATURE IS REQUIRED. **Initial**_____

III. Client Responsibilities

You acknowledge and agree that (i) there are risks associated with any strenuous athletic or physical activity, the use of exercise equipment, and participation in an exercise program; (ii) use of location(s) or Facilities and exercise equipment is undertaken by you voluntarily; and (iii) such use may include the risk of serious bodily injury or death. Initial _____

1. Physician Consent. You agree that prior to undertaking any physical activity with Jrogun Motivation and Fitness Training, LLC including but not limited to Fitness and Nutritional Training Sessions, you will advise your physician of the details of the activities in which you plan to participate and will obtain your physician's consent to or approval of those plans.



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2. Representation of level of health and fitness. You represent Jrogun Motivation and Fitness Training LLC, that you are in good health and have no disability, impairment, injury, disease, or ailment that prevents you from engaging in active or passive exercise or which would cause an increased risk of injury or adverse health consequence as a result of such exercise.
3. Jrogun Motivation and Fitness Training, LLC will not provide medical treatment. You understand and acknowledge that neither Jrogun Motivation and Fitness Training, LLC nor the personal trainers nor other associates personnel have expertise in diagnosing, examining, or treating any medical condition. In the event you experience any illness, injury, discomfort, impairment or health problem (together referred to as a **"Health Problem"**) prior to or during a Fitness and Nutrition Training Session, you agree to (i) **immediately inform your Fitness and Nutrition trainer or Associates of such Health Problem,** and (ii) consult your physician and reconfirm your physician's consent to or approval of your continued participation in activities with Jrogun Motivation and Fitness Training, LLC.
4. You agree that while you are participating in a Training Session to refrain from the use and that you will not be under the influence of any (I) medication that may impair your physical or mental capabilities, (ii) alcohol, or (iii) drugs. You acknowledge and agree that such use or influence may increase the risk of serious bodily injury or death to yourself or others.



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IV. Rights To Cancellation

1. CLIENT'S RIGHT TO CANCELLATION. YOU MAY CANCEL THIS AGREEMENT WITHOUT ANY PENALTY OR FURTHER OBLIGATION BY CAUSING A WRITTEN NOTICE OF YOUR CANCELLATION POSTMARKED BY CERTIFIED OR REGISTERED UNITED STATES MAIL WITHIN THREE (3) BUSINESS DAYS OR THE DATE OF THIS AGREEMENT OR THE DATE OF YOUR RECEIPT TO THE ADDRESS SPECIFIED IN THIS AGREEMENT.

Your notice of cancellation shall be accompanied by the Required Forms, including this Agreement and any other documents or evidence of participation previously delivered to you.

In the event of your cancellation of this Agreement in the manner specified by this Section 1, Jrogun Motivation and Fitness Training, LLC shall refund all monies paid by you to Jrogun Motivation and Fitness Training, LLC , pursuant to this Agreement, within fifteen (15) business days of receipt of your notice of cancellation.

2. ADDITIONAL RIGHTS TO CANCELLATION

You or your estate may also cancel this Agreement for any of the following reasons:

- (i) 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 two weeks;
- (ii) in case of your death
- (iii) if Jrogun Motivation and Fitness Training, LLC services to be provided under this Agreement are not available because:

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In the event of the cancellation of this Agreement in the manner specified by this Section 2, Jrogun Motivation and Fitness Training, LLC shall refund all money paid by you to Jrogun Motivation and Fitness Training, LLC, pursuant to this Agreement, within fifteen (15) business days of receipt of your notice of cancellation, except that Jrogun Motivation and Fitness Training, LLC may retain the portion of the Client Fee representing the amount of time that Jrogun Motivation and Fitness Training, LLC services were used by you prior to cancellation; and provided, further, that Jrogun Motivation and Fitness Training, LLC may demand the reasonable cost of goods and services which you have consumed or wish to retain after cancellation of this Agreement. In no instance shall Jrogun Motivation and Fitness Training, LLC demand more than the Fee from you. If Jrogun Motivation and Fitness Training, LLC has executed any credit or loan agreement to pay for all or part of the Fee for fitness and nutrition services, any such negotiable instrument executed by you shall also be returned and terminated with fifteen days. You shall no longer be liable for any obligation under such credit or loan agreement.

V. MISCELLANEOUS

1. Confidentiality. Information you provide to Jrogun Motivation and Fitness Training, LLC pursuant to this Agreement, including but not limited to that information provided in the Required Forms (the "**Confidential Information**"), will be treated by Jrogun Motivation and Fitness Training, LLC and its associates as confidential, and will not be released or revealed to any person outside of Jrogun Motivation and Fitness Training, LLC without your express written consent or as required by law. Jrogun Motivation and Fitness Training, LLC shall employ reasonable and appropriate safeguards to protect your Confidential Information. Notwithstanding the foregoing in this Section 1, you agree that Jrogun Motivation and Fitness Training, LLC may use or allow such use by another of your Confidential Information in any manner so long as the Confidential Information is not personally identifiable to you.
2. Assignment. You may not assign, resell, or transfer to any other person or entity the rights allowed or obligations required by this Agreement.
3. Waiver. It is understood and agreed that no failure or delay of either party to this Agreement, in exercising any right, power, or privilege provided under this Agreement, shall operate as a waiver, nor shall any single or partial exercise preclude any other or further exercise or the exercise of any right, power, or privilege provided under this Agreement.
4. Governing Law. This Agreement shall be governed by the laws of the State of Florida.

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5. Enforcement. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, and the provision held invalid or unenforceable shall be deemed modified so as to give the provision the maximum effect permitted by applicable law.
6. Attorney's Fees. In the event either party institutes legal proceedings against the other for breach of or interpretation of this Agreement, the party against whom a judgment is entered will pay all reasonable costs and expenses relative thereto, including reasonable attorney's fees of the prevailing party at pre-trial, trial and all appellate levels.

Print Name: _____

Signature: _____
Client/Legal Representative or Parent/Legal Guardian
(SIGNATURE REQUIRED)

Date: ____/____/____

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