



775-657-8486 | info@GetFitReno.com | GetFitReno.com
16580 Wedge Parkway, Suite 200 | Reno, Nevada 89511

ENGAGE IN YOUTH SPORTS AGREEMENT and LIABILITY RELEASE

AGREEMENT made this _____ day of _____, 20____, by and between Engage Fitness and Training Center located at 16580 Wedge Pkwy #200, Reno, NV 89511 and the undersigned (referred to in this Agreement as either "Client", "You", or "I").

Name: _____ Age: _____

Phone 1: _____ Phone 2: _____

Address: _____

City, State, Zip: _____

Email: _____

Engage Fitness and Training Center (herein EFTC) is a training facility offering sport-specific training for youth between the ages of 5 and 15 years. Each training session will be 60 minutes in duration. Training sessions are offered 1, 2 or 3 days per week. You may attend any of the scheduled training sessions provided your attendance does not exceed the number of days you agree to pay for. In the event you are unable to attend the number of sessions chosen you will lose that training time and no refund will be given.

Training sessions will take place at EFTC 16580 Wedge Pkwy #200 Reno, NV 89511 or at alternate locations determined by EFTC. This agreement will remain in full force and effect for as long as the client continues to purchase service hours within the next 12 months.

All fees for this Agreement are due prior to services being rendered. EFTC immediately earns fees. All service hour fees are non-refundable unless you are permanently disabled, you die or Engage Fitness is unable to provide service for the remainder of the month. If you are entitled to a refund, your refund will be limited to prorated portion of the month.

TRAINING FEES: Client agrees that monthly fees shall be made by electronic charges against the Client's designated credit card. Client is responsible for notifying EFTC of any changes in his or her address, phone number, email or billing account. If Client's bank or credit card issuer fails to honor any charge, Client shall pay the monthly payment plus a \$10 processing fee. EFTC reserves the sole right to change the dues and charges at anytime.

1 day/week: \$40 2 day/week: \$60 3 day/week: \$80

TERM: The term of this Agreement shall be month to month.

If you are unable to continue under the terms of this Agreement due to medical or personal reasons this Agreement can be suspended at the discretion of EFTC. It is understood no refund will be due, but the remainder of the service hours will be provided as soon as you are able to continue provided you are able to continue within 12 months of the suspension date.

RELEASE OF LIABILITY, ASSUMPTION OF RISK, BUYER'S RIGHT TO CANCEL USING THE SERVICES OF A PERSONAL TRAINER INVOLVES THE RISK OF INJURY. SPECIFIC RISKS VARY FROM ONE ACTIVITY TO ANOTHER AND THE RISKS RANGE FROM MINOR INJURIES TO MAJOR INJURIES, SUCH AS CATASTROPHIC INJURIES INCLUDING DEATH. IN CONSIDERATION OF YOUR PARTICIPATION IN THE ACTIVITIES OFFERED BY EFTC, YOU UNDERSTAND AND VOLUNTARILY ACCEPT THIS RISK AND AGREE THAT EFTC WILL NOT BE LIABLE FOR ANY INJURY, INCLUDING, WITHOUT LIMITATION, PERSONAL, BODILY, OR MENTAL INJURY, ECONOMIC LOSS OR ANY DAMAGE TO YOU, YOUR SPOUSE, YOUR CHILD, GUESTS, UNBORN CHILD, OR RELATIVES.

Further you understand and acknowledge some of the activities offered by EFTC will be performed at "EFTC" a non-supervised exercise facility. Your use of this facility will be limited to your scheduled personal training service hours and only with EFTC. You acknowledge you are not a "member" of "EFTC"; however a membership is available at the applicable monthly rate.

EFTC is not liable for any property that is damaged, lost or stolen while services are being performed.

You may cancel this Agreement at any time prior to midnight on the third business day after the date you sign this Agreement. To cancel this Agreement you must do so in writing and personally deliver said cancel notice to Mark W. Gage at EFTC 16580 Wedge Pkwy. Ste. 200, Reno, NV 89521. Should you cancel under this provision you will be entitled to a refund for all service hours not yet performed.

MISCELLANEOUS PROVISION: This Agreement is governed by and shall be construed in accordance with the laws of the State of Nevada. Any proceeding shall be held in Washoe County. A waiver by either EFTC or Client of any term or condition of this Agreement in a particular instance shall not be considered a waiver of such term or condition for the future. Client understands that this Agreement represents the entire agreement between Client and EFTC; that this Agreement may not be changed, amended or any provision waived, except by a written document signed by Client and EFTC; and that EFTC has made no representations to Client other than those expressly contained in this Agreement. If any provision of this Agreement shall be held void or unenforceable the remaining provision of this Agreement shall continue in full force and effect.

Evidence of liability insurance is available upon request.

AUTOMATIC CREDIT CARD BILLING AUTHORIZATION: EFTC will automatically bill your credit card for the amount indicated and your total charges will appear on your monthly credit card statement. You may cancel this automatic billing authorization at any time by contacting EFTC via email or in person.

I authorize EFTC to automatically bill the card listed below as specified:

Amount: \$ _____ Frequency: Monthly Other

Start date: _____ / _____ / _____

End date when: Contract Expires Customer Cancels

Card #: _____ Exp: _____ CVV #: _____ Card Type: _____

Name on Card: _____

Billing address: _____

Card Holder Signature: _____

Cardholder expressly authorizes EFTC to charge the initial and monthly recurring amounts indicated herein. I have read and understand the terms of the above and have signed below:

Signature: _____

Date: _____ Print Name: _____

Name of minor child if applicable: _____

Name of minor child if applicable: _____