



# Terms and Conditions

Please read carefully before signing up for classes, workshops, courses, and personal training.

Scroll down the page for specific Terms and Conditions and details regarding Liability Waiver & Parental Waiver.

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## 5 CLASS PACKS | REGULAR WEEKLY CLASSES

1. No refunds.
2. Monday class cancellations/rescheduling by participants, must be made by the Friday prior by email or text, otherwise the purchased session will be forfeited.
3. Tuesday - Saturday class cancellations/rescheduling by participants, require a minimum notice of 24 hours by email or text, otherwise the purchased session will be forfeited.
4. In the event of a single session cancellation by Flexagility, participants will be able to reserve a place in a rescheduled class of the same type.
5. A minimum number of 3 participants is required for Mobilise Stretch, Kettlebell Workout and Animal Flow® Practice classes, and a minimum number of 4 participants is required for Power Stretch classes. In the event that the minimum required number is not met for a scheduled class (due to insufficient numbers or participant cancellations), the class will be cancelled.
6. No transfer of class sessions to another participant.
7. Sessions purchased cannot be applied to a different type of class.
8. Expiry 10 weeks from date of first class or 3 months from the date of purchase if class participation has not commenced.
9. Each participant is required to accept a waiver in person prior to attending class/classes.
10. Minimum age 16 years.
11. Terms and conditions subject to change.

## SINGLE CLASSES | REGULAR WEEKLY CLASSES

1. No refunds.
2. Monday class cancellations/rescheduling by participants, must be made by the Friday prior by email or text, otherwise the purchased session will be forfeited.
3. Tuesday - Saturday class cancellations/rescheduling by participants, require a minimum notice of 24 hours by email or text, otherwise the purchased session will be forfeited.



4. In the event of a single session cancellation by Flexagility, participants will be able to reserve a place in a rescheduled class of the same type.
5. A minimum number of 3 participants is required for Mobilise Stretch, Kettlebell Workout and Animal Flow® Practice classes, and a minimum number of 4 participants is required for Power Stretch classes. In the event that the minimum required number is not met for a scheduled class (due to insufficient numbers or participant cancellations), the class will be cancelled.
6. No transfer of class sessions to another participant.
7. Sessions purchased cannot be applied to a different type of class.
8. Expiry 3 weeks from date of purchase.
9. Each participant is required to accept a waiver in person prior to attending class/classes.
10. Minimum age 16 years.
11. Terms and conditions subject to change.

### WORKSHOPS & INTRO CLASSES | ONE-OFF EVENTS

1. No refunds.
2. In the event of a single session cancellation by Flexagility, participants will be able to reserve a place in a rescheduled class of the same type.
3. Non attendance for any reason will deem the session forfeited.
4. No transfer of class sessions to another participant.
5. Sessions purchased cannot be applied to a different type of class or course.
6. Expiry for single workshops occur on the scheduled date.
7. Each participant is required to accept a waiver in person prior to attending class/classes.
8. Minimum age 16 years.
9. Terms and conditions subject to change.

### COURSES | SERIES OF CLASSES OR WORKSHOPS

1. No refunds, unless the complete course is cancelled by Flexagility, in which case a full refund will be issued.
2. In the event of a single session cancellation by Flexagility, participants will be able to reserve a place in a rescheduled class of the same type.
3. All sessions are mandatory as course programs run to a strict progressive schedule.
4. Non attendance for any reason will deem the session forfeited.
5. No transfer of class sessions to another participant.
6. Sessions purchased cannot be applied to a different type of class or course.
7. Expiry for courses occur on each scheduled course date and in addition some courses are limited to time frames specified by start and finish dates.
8. Each participant is required to accept a waiver in person prior to attending class/classes.  
Minimum age 16 years.
9. Terms and Conditions are subject to change.

### TERM PACKS | SERIES OF CLASSES IN A SPECIFIED TERM

1. No refunds.



2. No cancellations, non attendance on any of the specified dates, for any reason will deem the purchased session/s forfeited.
3. No transfer of class sessions to another participant.
4. In the event of a single session cancellation by Flexagility, participants will be able to reserve a place in a rescheduled class of the same type.
5. Sessions purchased cannot be applied to a different type of class or future term.
6. Expiry for Term Packages occur on the specified last scheduled date.
7. Each participant (non minor), is required to accept a waiver in person prior to attending class/classes.
8. A Parental Waiver will be required for minors (for participants under 16 years) and this will apply to the whole specified Term Package.
9. Terms and conditions subject to change.

### SMALL GROUP PERSONAL TRAINING PACKAGES

1. Cancellations: This policy applies to the group. It is appreciated that there will be times when you are unable to keep your scheduled training session for your group. If you need to cancel or reschedule a session, please email, text or call Helen. Similarly, there may be a time when your trainer may be unavailable for a scheduled appointment due to unforeseen circumstances. In this rare event, a credit session will be arranged at a time which is convenient to your group.
2. Credits: This policy applies to the group. In order to receive full credit for the session, at least 24 hours' notice is required for cancellation. Failure to cancel within 24 hours or failure to show up for a session will result in full payment. Exceptions apply only to the following situations: Serious illness, serious medical emergency, or accidents. Note! No individual credit arrangements will be made due to lack of communication between group members resulting in partial group attendance for any reason.
3. Refunds: This policy applies to the group. Refunds will not be issued for any reason, including change of mind or expired pre-purchased sessions.
4. Tardiness: This policy applies to the group. Clients are expected to begin working out at the start time of the scheduled appointment. A late start time does not entitle a client to a session longer than the scheduled appointment.
5. Expiration: Within three (3) months of purchase and any unused sessions will be forfeited after that time.

### LIABILITY WAIVER | as stated on sign-in form to be signed prior to class

The Liability Waiver is required to be signed upon arrival to class, prior to commencement of activity.

*I agree, being aware of my own health and physical condition, and having knowledge that my participation in any exercise program may be injurious to my health, am voluntarily participating in physical activity with Flexagility. Having such knowledge, I hereby release Flexagility, representatives, agents, and its successors from liability for accidental injury or illness, which I may incur as a result of participating in the said physical activity. I hereby assume all risks connected therewith and consent to participate in said program. I agree to disclose any physical limitations,*



disabilities, ailments, or impairments that may affect my ability to participate in said fitness program.

### **PARENTAL WAIVER | for minors under 16 years, as stated on Parental Waiver form**

The class participant will be required to submit the download form at the first class of attendance prior to participating in class activity. The Parental Waiver will be valid according to the type of purchase: Single Classes; Courses; Workshop & Intro Classes; or Term Packs. Forms must be completed before arrival to class.

#### **PARENTAL WAIVER RELEASE OF LIABILITY FOR MINORS**

By signing below I agree to the following:

- I am aware that the child/children listed below will be engaging in physical exercise that can cause harm or injury.
- I understand that the child/children listed below are voluntarily participating in the said Flexagility fitness activities and I am assuming all risks of injury to my child/children that may result from engaging in any exercise program or sport related event including tripping, slipping, or falling on or off the premises where the said Flexagility fitness activity is conducted.
- I hereby release Flexagility, representatives, agents, and successors from liability for accidental injury or illness, which the child/children may incur as a result of participating in the said physical activity.
- I understand that Flexagility will make no evaluations or recommendation as to whether or not the child/children listed below is capable or deemed physically fit to engage in any activity.
- If the child/children listed below has any physical or mental condition that may impair their ability to engage in any Flexagility fitness activities it is MY responsibility to obtain a physician's release.
- I understand that it is recommended I consult a physician prior to my child's/children's participation in any physical exercise program.