



C4 SPORTS PERFORMANCE & FITNESS, LLC

TRAINING PROGRAM SERVICE AGREEMENT AND RELEASE OF LIABILITY

Client Name:	Birthdate:	Phone:
Address:	Email Address:	
City:	State:	ZIP:
(If Athlete) Mother:	Phone:	
(If Athlete) Father:	Phone:	

This Training Program Service Agreement and Release of Liability (the "Agreement") is between C4 SPORTS PERFORMANCE & FITNESS, LLC and you, the Buyer (individually, as the agent(s) or guardian(s) of the Client(s), or you the Client if you are of 18 years of age). It is agreed by and between C4 SPORTS PERFORMANCE & FITNESS, LLC and Buyer that Buyer is purchasing, for the benefit of the Client, Training Services, from Force Fitness and Performance according to the terms on the front and reverse side of this agreement.

PROGRAM TYPE:	
Personal Training Semi-Private Training Camaraderie Class	
Personal Performance Youth Speed & Agility Athlete Camaraderie Training	
PROGRAM FEES	PAYMENT METHOD
Total Months: 1, 2, 3, 6	Check:
Sessions per month:	Cash:
Monthly Price: \$	
Discounts To Be Applied:	
Start Date:	

Monthly Membership Payment Info		
Number of Payments	Payment Amount	Date Due:
1@	\$	
___	\$	

Late Charge – If your payment is more than five (5) days late, you will be charged a late charge of twenty dollars (\$20.00) per payment.

Prepayment – there is no prepayment charge applicable to this Agreement.

See the Agreement for any additional information regarding non-payment, default, and penalties.

All Paid in Full Memberships are NON-Refundable. NO Exceptions.

PAYMENT SCHEDULE: ___ payments of \$ ___ is due on ___ all further payments of \$ ___ are due the ___ of each month beginning ___, 20___

SIGNED x _____
C4 SPORTS PERFORMANCE & FITNESS, LLC
Representative Signature

SIGNED x _____
Buyer's Signature/Client's Signature

DATED: ___/___/___

IMPORTANT NOTE: Buyer on his or her behalf, or as agent or guardian for a client identified above who will use the Training Program services purchased under this agreement (as used herein, in individually and collectively, "buyer"), signing and agreeing to partake in the Training Program, and release C4 SPORTS PERFORMANCE & FITNESS, LLC from liability due to participation. Buyer is urged to have this release agreement reviewed by an attorney before signing.

By signing this Agreement, Buyer acknowledges that Buyer has read, understood and agreed with all terms and conditions of this agreement and the Release and Waiver of Liability, and all Additional Terms and Provisions located on the front and reverse side of the Agreement. This agreement constitutes the entire agreement of the parties and no other agreement or understanding exists between Buyer and C4 SPORTS PERFORMANCE & FITNESS, LLC, C4 SPORTS PERFORMANCE & FITNESS, LLC Performance has made no express or implied warranties or misrepresentations other than those expressly set forth in this

Agreement to induce Buyer 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.

Notice to Customer: You may cancel this agreement any time before midnight of the third business day after the date of this agreement. To cancel this agreement, you must notify the seller in writing no later than midnight of ____/____/____
ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING MANDATORY ARBITRATION ON THE REVERSE SIDE.

Executed at C4 SPORTS PERFORMANCE & FITNESS, LLC, 8763 US Hwy 70 W, Durant, OK 74701

Dated: ____/____/____

C4 SPORTS PERFORMANCE & FITNESS, LLC Representative Signature Buyer's Signature/Client's Signature

ADDITIONAL TERMS AND PROVISIONS

Notice: ALL NOTICES TO C4 SPORTS PERFORMANCE & FITNESS, LLC HEREUNDER SHALL BE MAILED (CERTIFIED OR REGISTERED, RETURN RECEIPT REQUESTED) TO 8763 US HWY 70 W, DURANT, OK 74701.

BUYER'S ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AND FULL RELEASE FROM LIABILITY OF C4 SPORTS PERFORMANCE & FITNESS, LLC:

BUYER ACKNOWLEDGES THAT TRAINING PROGRAMS PURCHASED HEREUNDER INCLUDE PARTICIPATION IN STRENUOUS PHYSICAL ACTIVITIES, INCLUDING BUT NOT LIMITED TO, HEART ATTACKS, MUSCLE-STRAINS, PULLS OR TEARS, BROKEN BONES, SHIN SPLINTS, HEAT PROSTRATION, KNEE/LOWER BACK/FOOT INJURIES AND OTHER ILLNESSESS, SORENESS, OR INJURY HOWEVER CAUSED, OCCURING DURING OR AFTER CLIENT'S PARTICIPATION IN THE PHYSICAL ACTIVITIES. BUYER 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 BUYER, SLIP AND FALL BY CLIENT, OR AN UNKNOWN HEALTH PROBLEM OF CLIENT.

BUYER AND CLIENT AGREE TO ASSUME ALL RISK AND RESPONSIBILITY INVOLVED WITH PARTICIPATION IN THE PHYSICAL ACTIVITES. BUYER AND 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. BUYER AND CLEINT ACKNOWLEDGE PARTICIPATION WILL BE PHYSICALLY AND MENTALLY CHALLENGING, AND BUYER AND CLIENT AGREE THAT IT IS THE RESPONSIBILITY OF BUYER AND CLIENT TO SEEK COMPETENT MEDICAL OR OTHER PROFESSIONAL ADVICE, REGARDING ANY CONCERNS OR QUESTIONS INVOLVED WITH THE ABILITY OF CLIENT TO TAKE PART IN C4 SPORTS PERFORMANCE & FITNESS, LLC PHYSICAL ACTIVITIES BY SIGNING THIS AGREEMENT. BUYER AND CLIENT ASSERT THAT CLIENT IS CAPABLE OF PARTICIPATING IN THE PHYSICAL ACTIVITIES. BUYER AND CLIENT AGREE TO ASSUME ALL RISK AND RESPONSIBILITY FOR NOT EXCEEDING HIS/HER PHYSICAL LIMITS.

BUYER AND CLIENT, ON BEHALF OF CLIENT, HIS/HER HEIRS, ASSIGNS NEXT OF KIN, AGREES TO FULLY RELEASE C4 SPORTS PERFORMANCE & FITNESS, LLC (AS WELL AS ANY OF ITS OWNERS, EMPLOYEES, OR OTHER AUTHORIZED AGENTS, INCLUDING INDEPENDENT CONTRACTORS) FROM ANY AND ALL LIABILITY, CLAIMS AND/OR LITIGATION RESULTING FROM TRAINING PROGRAMS AND THE PHYSICAL ACTIVITIES, EVEN IF CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL ACTS OR OMISSIONS AND/OR ANY OTHER TYPE OF FAULT OF C4 SPORTS PERFORMANCE & FITNESS, LLC IT'S OWNERS, EMPLOYEES, OR OTHER AUTHORIZED AGENTS, INCLUDING INDEPENDENT CONTRACTORS.

THE PARTIES AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT IN CONSIDERATION FOR THE MUTUAL PROMISES AND BENEFITS TO BE REVIVED BY THEM, THE ADEQUACY AND SUFFICIENCY OF WHICH THEY ACKNOWLEDGE.

BUYER'S INITIALS: _____

TRAINING PROGRAM SERVICES: The services being requested are Training programs, scheduled for approximately 60 minutes each, unless otherwise specified in this agreement. C4 SPORTS PERFORMANCE & FITNESS, LLC will make every attempt to provide the best service possible, acknowledging client requests (such as trainer gender, age, appointment time, etc.) but will not be held liable, or otherwise does not affect the terms of this agreement, in the event these requests cannot be met C4 SPORTS PERFORMANCE & FITNESS, LLC must not delay performance of services in excess of six months from the date the agreement is entered into.

SESSION SCHEDULING AND CANCELLATIONS: All appointment cancellations must to be made twenty-four (24) hours prior to the scheduled appointment time to not be considered a "no show." In the event the client "no shows" for their scheduled session, the client will be charged for that session. Sessions are filled on a first come first serve basis. Boot Camp Sessions are not allowed to be rescheduled during a different time. Arriving for appointments on time is required! Buyer will not be allowed to train if they are more than 15 minutes late for their scheduled time.

MONTHLY SESSION USAGE: All Training program sessions, of any number of sessions purchased, must be completed by client within one (1) month of the payment date. If sessions extend beyond the above state prior, then the remaining sessions of the agreement are considered to have lapsed and will immediately discontinue. Failure to use the services does not relieve the Buyer or the Client of their obligations, (regardless of circumstances), to pay fees, late charges and other monies due under this Agreement in full. The completion date will be extended when a signed

doctor's note received stating a medical reason, which prevents a personal training session program to be completed within the normal allotted time period.

CANCELLATION OF AGREEMENT: All agreements are binding for the full initial term of the contract and may only be cancelled under doctor's orders complete with a signed notice or relocation of the buyer more than 30 miles from the facility location. Members cancelling an agreement for any other reason will be charged a \$300 cancellation fee.

CHANGING MEMBERSHIP: The Buyer will be allowed to change their membership to a different level of service with the signing of a new membership agreement each time a change is made. Your first change of membership is free, any further changes will be assessed a \$25 Change of Membership Fee.

SUSPENSION OF MEMBERSHIP: A membership can be suspended with written notice 10 days prior to the next payment date. Suspensions must be for a minimum of 3 weeks and a maximum of 6 months. The suspension must have an end date when being scheduled. No open ended suspensions are permissible with the exception of a signed medical release. You will be charged a \$30/month holding fee to retain your spot in our programs for each suspension.

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

PAYMENT IN FULL: If client desires to pay in full for future services, client's execution of this agreement hereby constitutes a written request to make such payment in full.

BUYER'S DEFAULT: Buyer and 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, C4 SPORTS PERFORMANCE & FITNESS, LLC shall have the rights and remedies available, including termination of this Agreement and institution of an action for all applicable damages. If C4 SPORTS PERFORMANCE & FITNESS, LLC delays or refrains from exercising any rights under this agreement, C4 SPORTS PERFORMANCE & FITNESS, LLC does not waive the right to receive full and timely payments and other charges due under this agreement.

BUYER'S RIGHTS: Oklahoma State Law requires that we, as the Seller of this contract must;

1. Deliver to you, the Buyer, all information of a personal or private nature, including but not limited to answers to test or questionnaires, photographs, evaluations, and background information, within 30 days after request there;
2. Refund you, the Buyer, at least 90% of the pro-rated cost of any unused services, within 30 days after the request there, if;
 - a. The buyer is unable to receive benefits from the seller's services by reason of death or disability; or
 - b. They buyer relocates more than eight (8) miles from his present location, and more than 30 miles from the seller's facility and any substantially similar facility that will accept the seller's obligation under the agreement and this Article; or
 - c. The seller relocates his facility more than eight (8) miles from its present location, or the services provided by the seller are materially impaired.
3. Refund to the buyer the pro-rated cost of any unused services under all agreements between the parties, within 30 days after request therefore, if the aggregate price of all agreements in force between the parties exceeds one thousand five hundred dollars (\$1500.00).

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

ENFORCEABILITY: The parties agree that if any provision or portion of this Agreement is declared void and unenforceable, such provisions or portion of a provision shall be deemed severed from this Agreement which shall otherwise remain in full force and effect. Further, if any such provision or portion of a provision may be reduced and/or narrowed in scope or the like, such provision or portion of a provision shall be reduced, narrowed and/or the like, and so enforces. However, Buyer and Client specifically agree all the terms and conditions are to be enforced and Buyer and Client specifically waive any statute or other right 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 Indiana. In the event litigation is necessary to enforce any of the terms and conditions of this Agreement, C4 SPORTS PERFORMANCE & FITNESS, LLC, Buyer, and Client agree that the venue for such court action shall exclusively be Bryan County, Oklahoma.

ATTORNEY FEES: In any action at law or equity that is brought to enforce the terms of this agreement or dispute thereof, each party shall be responsible for its own attorney's fees and cost and an award of such fees and costs shall not be granted in contradiction to this provision. This provision shall be construed as applicable to this entire agreement and any amendments created and properly executed hereunder.

MEDIATION AND ARBITRATION: The parties agree that should a dispute arise between them they will first submit the matter to mediation. In the event the parties cannot agree to a resolution in mediation then they agree to submit the matter to binding Arbitration to be held in Durant, Oklahoma. If they are unable to resolve the dispute in mediation then the parties shall submit the dispute for final determination to the commercial division of the America Arbitration Association or they may by mutual consent agree to an alternative method of dispute resolution. The parties agree that rights and responsibilities under this agreement are individual in nature and they will not attempt to be a part of or join in any class related to this license agreement.

ACKNOWLEDGEMENT: C4 SPORTS PERFORMANCE & FITNESS, LLC is independently owned and operated.

BUYER'S INITIALS: _____