

AGREEMENT, WAIVER & RELEASE OF LIABILITY

This Agreement, Waiver & Release of Liability (“Agreement”) is entered into between Beans Fitness, LLC, its affiliates, employees, general contractors, agents, representatives, successors, and assigns (“Trainer”) and the undersigned Client. The provision of personal training services by Trainer to Client, and Client’s use of any premises, facilities or equipment are contingent upon this Agreement.

1. SERVICES:

Trainer agrees to provide personal fitness training services to Client. The services that Trainer offers are very broad and encompass the entire recreational and/or fitness spectrum. The specific services and schedule will be agreed upon by both parties.

2. PAYMENT TERMS:

2.1. **Rates and Fees:** The Client agrees to pay Trainer for the services provided according to the rates outlined in the attached *Schedule A: Price Packages*.

2.2. **Payment Schedule:** Payments are due upon purchase of one of the service packages outlined in *Schedule A: Price Packages*.

2.3. **Refunds and Cancellations:** Refunds and cancellations are subject to the terms specified in *Schedule B: Cancellation and Rescheduling Policy*. Trainer reserves the right to charge Client for missed sessions.

3. TERM AND TERMINATION:

3.1. **Term:** This Agreement shall commence on the Effective Date (i.e., when Client signs the Agreement) and continue until terminated by either party as provided herein.

3.2. **Termination for Convenience:** Either party may terminate this Agreement for any reason by providing by providing 14 days’ written notice to the other party.

3.3. **Termination for Cause:** Trainer reserves the right to terminate this Agreement immediately if the Client violates any terms of this Agreement or fails to adhere to the Trainers policies.

4. ASSUMPTION OF RISK:

4.1. Client acknowledges that participation in physical exercise or activities, including personal training, involves inherent risks. These risks include, but are not limited to, muscle soreness, injury, or even death. Client assumes all risks of injury, damage, or loss to themselves or their property while engaging in personal training, using any premises or equipment, or participating in any activities related to the services provided by Trainer.

4.2. Client agrees and understands that if they engage in any physical exercise or activity, including personal training, enter the training facility, or use any equipment at or from the facility for any purpose, Client does so at their own risk and assumes the risk of any and all injury and/or damage they may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided to you by Trainer or otherwise, including injuries or damages arising out of the negligence of Trainer, whether active or passive, or any of Trainer's affiliates, employees, independent contractors, agents, representatives, successors, or assigns.

4.3. Client's assumption of risk includes, but is not limited to, their use of any exercise equipment (mechanical or otherwise), sports fields, courts, locker rooms, sidewalks, parking lots, stairs, pools, whirlpools, saunas, steam rooms, lobby, or other areas of any facilities, or any equipment located at a training facility or provided by Trainer.

4.4. Client assumes all risk of participating in any activity, class, program, instruction, or event, including but not limited to weightlifting, walking, jogging, running, aerobic activities, aquatic activities, tennis, basketball, volleyball, racquetball, or any other sporting or recreational endeavor.

4.5. Client's participation is voluntarily in any activities or services offered or provided and Client assumes all risk of injury, illness, damage, or loss to themselves or their personal property that might result, including but not limited to any loss or theft of any personal property, whether arising out of the negligence of Trainer or otherwise.

5. WAIVER & RELEASE OF LIABILITY:

Client, on behalf of themselves, their personal representatives (e.g., executors, administrators, agents), heirs, and assigns, hereby waives, releases, and discharges Trainer, its owners, employees, independent contractors, agents, affiliates, related entities, successors, and representatives from any and all claims or causes of action (known or unknown) arising out of the negligence of Trainer, whether active or passive, or any of Trainer's owners, employees, independent contractors, agents, affiliates, related entities, successors, and representatives. This release is not intended as an attempted release of claims of gross negligence or intentional acts.

This waiver and release of liability includes but is not limited to injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from personal training, including injuries resulting from Trainer's or anyone else's negligent inspection or maintenance of the facility or premises.

6. INDEMNIFICATION:

Client agrees to indemnify and hold harmless Trainer from any loss, liability, damage, or cost, including legal fees, incurred as a result of Client's participation in fitness activities, whether arising from negligence or otherwise.

7. EMERGENCY MEDICAL TREATMENT:

In case of an emergency, the Trainer is authorized to seek medical assistance deemed necessary for the Client's health and safety. This includes but is not limited to administering first-aid, contacting emergency medical services and arranging transportation to a medical provider. The Client acknowledges that Trainer is not liable for any consequences arising from such actions. The Client is responsible for any costs associated with emergency medical treatment and agrees that Trainer shall not be held liable for any related expenses or outcomes.

8. CONTACT UPDATE:

The Client agrees to provide and maintain current emergency contact information, including a name and phone number of a person who can be reached in case of an emergency. The Client agrees to promptly notify Trainer of any changes to this information. Trainer is not responsible for any failure to contact the Client's emergency contact.

9. PHOTO AND MEDIA CONSENT:

- 9.1. **Consent to Photography and Media:** Client acknowledges and agrees that while Beans Fitness LLC (Trainer) will make reasonable efforts to honor Client's preferences regarding the use of photos and media, Trainer cannot guarantee that other individuals, including other trainers, clients, or facility staff, will not take or share photographs or other media within the training facility.
- 9.2. **Limitation of Liability:** Trainer shall not be held liable for any photos, videos, or other media taken by individuals other than Trainer or Trainer's employees or representatives, and Trainer is not responsible for the dissemination or publication of such media by third parties.
- 9.3. **Notification of Preferences:** Client agrees to notify Trainer of any specific requests or preferences regarding the taking and use of photos and media. Trainer will make reasonable efforts to comply with these preferences during Client's sessions. However, Trainer's ability to control the actions of others is limited.
- 9.4. **Release and Indemnification:** Client releases Trainer from any claims or liabilities related to unauthorized photography or media taken by others within the training facility and agrees to indemnify Trainer against any claims or actions related to such media.
- 9.5. **Client's Right to Refuse:** Client retains the right to refuse to be photographed or recorded during their sessions with Trainer. Trainer will respect Client's decision and ensure that no photos or recordings are made by Trainer during such sessions.

10. LIABILITY OF PERSONAL PROPERTY:

Beans Fitness LLC is not responsible for any loss, theft, or damage to personal property brought by Client to training sessions. Client is solely responsible for keeping their personal items secure at all times.

11. HEALTH AND SAFETY PROTOCOLS:

- 11.1. **Health and Safety Compliance:** Client agrees to adhere to all health and safety protocols established by Trainer and the facility. This includes but is not limited to wearing appropriate clothing, following hygiene practices, and complying with any health advisories.

11.2. **Medical Disclosure:** Client agrees to inform Trainer of any medical conditions or limitations that may affect their participation in training sessions.

Failure to disclose relevant health information may result in unnecessary injury. Client assumes full responsibility for any related injuries or issues.

12. FORCE MAJEURE:

Client acknowledges and agrees that Trainer shall not be held liable for any failure to perform its obligations under this Agreement if such failure is due to an event of force majeure, including but not limited to natural disasters, pandemics, or acts of terrorism. In the event of such an occurrence, Trainer will not be responsible for any losses or damages incurred by the Client.

13. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

14. NON-DISPARAGEMENT

Client agrees that they will not make any statements or communications that are intended to disparage or defame the Trainer or its affiliates, employees, or services. This prohibition applies to statements made in any form, including written or oral communications, and encompasses statements that are false or misleading. This clause does not prevent the Client from:

- Exercising any legal rights or obligations.
- Reporting illegal activities to the appropriate authorities.
- Participating in any legal proceedings, including but not limited to, providing truthful testimony or information as required by law.

15. SEVERABILITY:

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

16. DISPUTE RESOLUTION:

16.1. **Mediation:** Any disputes arising out of or related to this Agreement will be resolved through mediation in accordance with the mediation rules of the American Arbitration Association.

16.2. **Arbitration:** If mediation is unsuccessful, the dispute must be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration must take place in the State of Illinois, and the decision of the arbitrator will be final and binding on both parties. Notwithstanding the foregoing, either party may seek injunctive relief in a court of competent jurisdiction in the State of Illinois to protect its intellectual property or confidential information.

16.3. **Legal Fees:** Each party shall bear its own legal fees and costs associated with mediation and arbitration. However, the prevailing party in any arbitration shall be entitled to recover their reasonable legal fees and costs from the other party.

16.4. **Enforcement:** Judgment upon any arbitration award may be entered in any court of competent jurisdiction.

17. SURVIVAL OF CERTAIN PROVISIONS:

The following provisions shall survive the termination or expiration of this Agreement and remain in full force and effect:

- **Confidentiality:** The obligations related to Confidentiality as set forth in this Agreement.
- **Indemnification:** The indemnification obligations set forth in this Agreement.
- **Liability of Personal Property:** The obligations related to the liability of personal property brought by the Client.
- **Emergency Medical Treatment:** The provisions related to Emergency Medical Treatment.
- **Dispute Resolution:** The procedures for resolving disputes set forth in this Agreement.
- **Non-Disparagement:** The Non-Disparagement obligations set forth in this Agreement.

All other provisions of this Agreement that by their nature should survive termination or expiration of this Agreement, including but not limited to any accrued rights or obligations, shall also survive.

18. ACKNOWLEDGMENTS:

a) Trainer is not in the business of selling weightlifting equipment, exercise equipment, or other such products to the public, and the use of such items is incidental to the service provided by Trainer. Trainer does not place such items into the stream of commerce or on the market.

b) Client agrees that they are giving up their right to bring a legal action or assert a claim against Trainer for negligence, or for any defective product used or located where services are provided or offered.

c) Client agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

d) Client acknowledges that they have carefully read and fully understand this Agreement. Client is aware that by signing this document, they are giving up significant rights, including the right to sue Trainer for any injuries or damages arising out of the services provided by trainer.

e) Client confirms that they are an adult over 18 years of age, or if under 18, their competent legal parent or guardian has signed on their behalf.

IN WITNESS WHEREOF, Client has executed this Agreement as of the Effective Date below.

Effective Date: _____ Client Signature: _____

Print Name: _____

Relationship: _____

Address: _____

Phone: _____

Email: _____

Beans Fitness, LLC:

Signature: _____

Date: _____

Title: _____

Schedule A: Price Packages

1 Session (\$120/session):	\$120
5 Sessions (\$110/session):	\$550
10 Sessions (\$100/session):	\$1,000
20 Sessions (\$90/session):	\$1,800
40 Sessions (\$85/session):	\$3,400
Semi-private 5 Sessions (2-4 people):	\$80/person
Semi-private 10 Sessions (2-4 people):	\$70/person

Schedule B: Cancellation and Rescheduling Policy

1. Client Cancellations:

- **Notice Requirements:** To reschedule a session and avoid losing session credit, the Client must notify Trainer at least 24 hours in advance. Notification can be made via verbal communication, text message, or email, and must receive confirmation from Trainer.
- **One-Time Exception:** The Client is allowed one instance of canceling with less than 24 hours' notice and rescheduling the session within 7 days without needing to provide an explanation. This exception is available only once.
- **Missed Session Policy:** If the Client fails to provide adequate notice or does not reschedule the missed session within 7 days, the session will be forfeited, and the Client will still be responsible for the payment.

2. Trainer Cancellations:

- **Within 24 Hours:** If Trainer cancels a session within 24 hours of the scheduled time, the Client will not have the session counted against their total and Trainer will make efforts to reschedule the missed session as soon as possible.
- **More than 24 Hours:** If Trainer cancels a session more than 24 hours in advance, the session will be rescheduled, but the Client will not receive a free session. The rescheduling will aim to maintain the consistency of the workout program.

3. Package Terms:

- **Non-Refundable Packages:** Once purchased, 4-session and 10-session packages are non-refundable.
- **Cancellation Fee for Larger Packages:** If the Client purchases a 20-session or 40-session package and decides to cancel before completing all sessions, they will incur a \$25 cancellation fee. Additionally, they will be charged for any remaining sessions at the higher per-session rate. For example, if the Client buys a 40-session package and uses 10 sessions, and then cancels, they will be charged an additional \$100 on top of the \$25 cancellation fee.

4. Short/Long Term Absences:

- **Program Halt Policy:** If the Client needs to halt their workout program due to vacation, medical reasons, or other purposes, the program can be paused for up to 6 months before the purchased sessions expire. No refunds will be issued for the paused period.
- **Payment During Absence:** If a payment plan is in place for a larger package, the Client will continue to be billed during the halt period.