**Terms of Use & Liability Agreement**

**My Elite Physique @ SMTF RVA**

**1331 Carmia Way**

**Bon Air, VA 23235**

By registering and purchasing plans as a client, I am agreeing to the following terms:

**Payment Policy:**

* I understand that all group classes and personal training sessions must be paid in full prior to scheduling or attending.
* I understand that group classes are on a monthly electronic autopay and cannot be extended or put on hold. If life circumstances interfere with my ability to make it to the gym, auto-pay can be canceled at any time.
* I understand that all purchases are final and non-refundable even if I cannot or do not participate in all training sessions in the program. This includes group packages, personal training, online coaching, meal plans, and training plans.

**Scheduling & Cancellation Policy:**

* I understand that all sessions must be scheduled prior to attending.
* I understand that if I am late for my session, it will not be extended, and the time lost will be forfeited.
* I understand that I must cancel or reschedule 12 hours in advance for group classes and 24 hours in advance for personal training or my session will be forfeited.
* I understand that ALL canceling and rescheduling MUST be done **via the app or website only**. If it is past the cancellation window my session will be forfeited. I understand that unless there is an actual emergency, social media messages and text messages are not a proper form of communication and do not elicit a response.

**Child Policy:**

* Children 15 & older may participate in group training via the Junior Small Group Package.
* Children 14 & under may participate via Personal Training Packages only.
* Children with no active package **are not permitted** on the gym floor for safety & liability reasons and to maintain integrity of the session.

***\*\*The terms of the above Agreement are effective as of the signed date below and continue as long as I am a client of My Elite Physique.***

Client Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Legal Disclaimer & Release:**

The information provided in this program is not intended as medical advice or as a substitute for medical treatment or counseling. This information should be used in conjunction with the care and guidance of a licensed Physician/PA/NP. Consult your medical provider before beginning this or any program as you would with any exercise and nutrition program. We are not certified nutritionists. If you proceed forward without choosing to obtain the consent and/or work with your medical provider throughout the duration of your participation in this program, you are thereby agreeing to accept full responsibility for your actions.

The client represents that he/she is not aware of any medical or physical condition that would prevent he/she from participating in this program or from using equipment or facilities or would involve a serious health risk to themselves. The client agrees they have informed and agree to keep informed fully, My Elite Physique of any medical condition or disability that would prevent or jeopardize their participation in this program or the use of any equipment or facility.

By continuing with the program you recognize that despite all precautions on the part of My Elite Physique, there are risks of injury or illness which can occur because of your use of the aforementioned information and you expressly assume such risks and waive, relinquish, and release any claim which you may have against My Elite Physique, or its affiliates as a result of any future physical injury or illness you may incur in connection with, or as a result of the use or misuse of this program.

You acknowledge that you have carefully read this “waiver and release” and fully understand that it is a release of liability. You expressly agree to release and discharge the trainer or instructor from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the My Elite Physique LLC and it's trainers or instructors for personal injury or property damage.

***\*\*The terms of the above Agreement are effective as of the signed date below and continue as long as I am a client of My Elite Physique.***

Client Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_