

FLEXΔFIT

FIGURE SKATER FITNESS

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## AGREEMENT FOR SERVICES

I, (client/parent name) here: \_\_\_\_\_ (hereinafter "CLIENT"), by signing below, agree as follows:

## **RECITALS**

WHEREAS CLIENT wishes to retain the professional services and expertise of Signe Ronka and Figure Skater Bootcamp Inc. (Flexafit), and its agents and employees (collectively "Flexafit") to design for CLIENT a personalized figure skater fitness program, which may include the following: a customized training program which will include weights and/or cardiovascular exercise, sport specific training exercises, flexibility exercises, off-ice jumps and personal consultation (hereinafter the "SERVICES"); and

**WHEREAS** Flexafit agrees to provide the SERVICES to CLIENT, in exchange for a fee, in accordance with the following terms and conditions,

## **IT IS HEREBY AGREED AS FOLLOWS:**

### **1. Retention**

CLIENT hereby retains Flexafit, as an independent contractor, to design the SERVICES for CLIENT, to enhance the sport specific fitness of CLIENT, and to meet the fitness goals of CLIENT.

### **2. Due Diligence by Client**

CLIENT acknowledges that he/she has provided Flexafit with all background information, including PAR-Q form, appropriate medical history, which may be necessary to prepare, formulate and perform the SERVICES for CLIENT. CLIENT agrees that he/she shall use his/her best efforts to comply with the programs, schedules and recommendations made by Flexafit as part of the SERVICES. CLIENT expressly warrants and affirms to Flexafit that he/she has obtained appropriate medical clearance to participate in the exercise and training programs comprising the SERVICES.

### **3. Assumption of Risk/Waiver of Liability**

CLIENT understands and acknowledges that participation in any exercise and training program carries with it the inherent risk of bodily injury and/or illness. CLIENT agrees that he/she will forever release and hold Flexafit harmless from and against any and all claims, whether for personal injuries, illness or otherwise, arising from the SERVICES, and that he/she shall not in any way seek to hold Flexafit liable or sue for any and all such claims.

#### **4. Confidentiality and Non-Disclosure**

CLIENT acknowledges and agrees that any and all information disclosed or provided by Flexafit to CLIENT in connection with the SERVICES is strictly confidential in nature, and constitutes proprietary work product owned by Flexafit. The SERVICES shall be utilized by CLIENT for the sole purpose of the sport specific fitness training program and will not be disclosed, or permitted to be disclosed via the internet in any manner, INCLUDING FORUM SOCIAL MEDIA, JOURNALS, WEB BLOGS, PERSONAL WEBSITES OR COMMERCIAL WEBSITES, through literary publication, or otherwise, to any person or entity except as otherwise set forth herein. CLIENT acknowledges and agrees that he/she shall forever maintain as confidential, and that he/she shall not disclose to any third party (other than to a treating physician of CLIENT), any of the information, schedules, training plans, recommendations and/or details concerning the SERVICES.

CLIENT acknowledges and agrees that his/her duty of confidentiality and non-disclosure pursuant to this Agreement shall survive completion, cancellation, termination or cessation of the SERVICES. CLIENT acknowledges that he/she shall not knowingly or carelessly disclose, cause to be disclosed, or assist in disclosing or otherwise using or disseminating any information disclosed or provided by Flexafit to CLIENT in connection with the SERVICES.

CLIENT acknowledges and agrees to take reasonable measures to prevent unauthorized persons or entities from having access to, obtaining or being furnished with, the information and details comprising or related to the SERVICES.

#### **5. Immediate Right to Terminate Services**

CLIENT acknowledges and agrees that Flexafit shall be entitled to immediately cease and terminate the SERVICES, without notice, in the event CLIENT discloses, or causes to be disclosed, to any third person or entity any information or details comprising or concerning the SERVICES, and in such event Flexafit shall be entitled to retain any and all remaining funds paid by CLIENT in consideration for the SERVICES, and Flexafit shall also be entitled to seek appropriate legal recourse against CLIENT.

#### **6. Indemnity for Breach of Agreement**

CLIENT agrees to indemnify and hold harmless Flexafit for any and all losses, claims, damages, attorney's fees, judgments or liability arising from CLIENT's breach of this Agreement.

#### **7. Binding Arbitration**

CLIENT acknowledges and agrees that any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be resolved by binding arbitration in the Province of Ontario, utilizing the substantive and procedural laws of the Province of Ontario, in accordance with the rules and procedures of the Canadian Arbitration Association. The Parties shall be entitled to such discovery as shall be determined by the arbitrator(s). Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

#### **8. Photography/Video Release**

I understand that my photography and/or video may be used in a wide variety of promotional materials including newsletters, flyers, posters, brochures, advertisements, fundraiser letters, annual reports, press kits, submissions to journalists, websites, social networking sites and other print and digital communications.

## FLEXAFIT POLICIES

- All cancelations must be done 24 hours in advance in order to avoid a missed session charge. Missed sessions cancelled on the same day of appointment, will incur a charge automatically with no exceptions.
- No refunds or credits for any package purchases, unless Flexafit discontinues the service offered.
- Refunds may be requested on single session purchases, however a \$10 admin fee will be applied for each session refunded. Alternatively, a studio credit can be applied at no additional charge.
- No refunds on studio classes including Figure Skater Bootcamp and Dance Fusion. Membership packages purchased for 3 months begin on the first day of attendance and expire 3 months from the start date. There are no make up classes for the membership option. Alternatively, client/customer may purchase drop in classes if they can not attend many/all classes in the 12 weeks.
- Flexafit has the right to change rates, classes and schedules at any point in time. All customers will be notified by email of any changes in advance. Signe may change her schedule at any time due to workshops/travel, etc. Clients acknowledge that their booked times may conflict with a schedule change. Flexafit will try to move/accommodate as best as possible.
- All booking appointments must go through Flexafit's booking manager. The booking manager will confirm instructor availability and schedule the customer accordingly. The booking manager will set up the customer/client account through our third party booking site: Mind Body, where a credit card will be held on file. The booking manager will always notify and confirm with the client for any purchases made to the credit card. Client will receive a receipt for every purchase.
- All communications and payments must go through the booking manager for training online and at the studio prior to any session taking place. Client acknowledges that there must be no direct contact with the instructors to book sessions.
- All clients/customers must follow studio rules:
  - No photos and/or videos unless permitted by instructors
  - Respect towards all instructors
  - Respect towards other customers in the studio
  - No food past the kitchen area
  - No outdoor shoes (mud, wet, snow, slush, dirt etc)
  - No water bottles, or personal items on the glass desk
  - No parents/coaches in the studio, unless called on by the instructor
  - No parents, or skaters sitting at the front desk
  - No using equipment unless supervised by a trainer

Read and Understood By signing below, CLIENT acknowledges and warrants that he/she has read and understood this entire Agreement, and that he/she agrees to be legally bound by the terms and conditions of this Agreement.

IT IS SO AGREED

Print Client Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Print Skater(s) Name(s): \_\_\_\_\_