

**Body Basics Boot Camps,
Client Agreement and Liability Release**
(Please print.)



Client Information:

Last Name	First Name	Birth Date	M/F	
Street Address	Apt. #	City	State	Zip
Home Phone #	Cell Phone #	E-Mail Address		

How did you hear about us? Please be specific. _____

Liability Release

In consideration of permission to use, today and on all future dates, the property, facilities, and services of Body Basics Boot Camps, and to participate in weight training, cardiovascular training, and other physical activities, Client, on behalf of himself or herself, his or her heirs, personal representatives, and assigns, does hereby release, waive, and discharge Body Basics Boot Camps, Breathe Fitness Studio and its parent corporation, Body Basics Personal Training, LLC, both entities' employees, volunteers, independent contractors, officers and agents (collectively, the "**Released Parties**") from liability from any and all claims arising from Client's own negligence, the negligence of others, or the Released Parties' negligence originating from Client's participation in this program. This Agreement applies to: 1) personal injury (including death) from accidents or illnesses arising from the participation in physical activities including, but not limited to, organized activities, classes, observation, and individual use of facilities, premises, or equipment; and 2) any and all claims resulting from the damage to, loss of, or theft of property. Client certifies that he or she knows of no medical problem (except those noted herein) that would increase his or her risk of illness and injury as a result of participating in a physical training program. Client understands that he or she has been advised to consult a physician prior to commencement of a physical training program to ensure his or her state of wellness to participate in such strenuous activities. Client agrees to indemnify and hold the Released Parties harmless for any loss caused by Client for which the Released Parties are held liable including attorney's fees and arbitration costs.

Member Signature _____ Date __/__/____

Please do not complete anything below this line until after your first workout.

OUR 30 DAY 100% UNCONDITIONAL MONEY BACK GUARANTEE- We believe so strongly in the Body Basics Boot Camp Fitness Formula and take your satisfaction very seriously, which is why for any reason whatsoever you are not completely satisfied within the first 30 days of this program, simply let us know via e-mail and we will issue you a refund, no hassles and no hard feelings.

**Simply select which program you would like to begin, should you choose to stay on board after your one week trial ends.
(Please check one.)**

OPTION #1 **\$197 per month** – Month-to-Month Jump Start Program (unlimited sessions)

OPTION #2 **\$149 per month** – 12 consecutive month **Fit Body for Life** (unlimited sessions)
(Ask about our cancel anytime policy. Item II on page two.)

- ✓ This program is backed by our very unconventional *Fit Body 4 Life Guarantee*- After you graduate your 12 months, **if you EVER get out of shape, we will train you for \$99 per month, until you get back to your graduation weight!**
- ✓ And, best of all, when you graduate, we'll buy you your very own pair of designer "Skinny Jeans" of your choice up to \$150. (Please see reverse for terms of Skinny Jeans offer.)
- ✓ And, of course, if you are not completely satisfied for any reason within the first 30 days, we will immediately issue a full refund. No hassles, no hard feelings.

I. Automatic Payment Authorization

Client hereby authorizes Body Basics Boot Camps, to charge my credit card, debit card or checking account \$1 immediately and then, at the end of the trial period, charge my credit card, debit card, or checking account on a monthly basis in the amount corresponding to my selected program until I cancel pursuant to the terms of the cancellation policy on the reverse side of this Agreement. I understand that if I choose not to continue past the trial period, I will send my notice of cancellation via e-mail to bodybasics@optonline.net and this will serve as my receipt of cancellation. For billing questions, please e-mail bodybasics@optonline.net

Card Type: Discover MasterCard Visa

Full name exactly as it appears on card: _____

Credit Card #: _____ Expiration Date: _____ CVC Code: _____

By signing this Agreement, Client acknowledges that Client has read, understood, and agreed with all terms and conditions on both the front and reverse sides of this Agreement. This Agreement constitutes the entire agreement of the parties and no other agreement or understanding exists between Client and Body Basics Boot Camps. Body Basics Boot Camps has made no express or implied warranties or representations other than those expressly set forth in this Agreement.

_____/_____/_____
Trainer/Representative Signature Client Signature Start Date

II. Skinny Jeans Reward Policy

Upon the completion of the 12 month Fit Body 4 Life program, Client has up to thirty (30) days from his or her completion date to purchase a pair of jeans of his or her choice and present the original receipt to Body Basics Boot Camps. Upon Client’s delivery to Body Basics Boot Camps, of the original receipt, Client will be reimbursed for the exact purchase price of the (1) pair of jeans, in an amount not to exceed \$150.

III. Cancellation Policy

Client must give notice of cancellation via e-mail to bodybasics@optonline.net at least five business days prior to the scheduled monthly debit date, which will be the _____ of each month. Cancellation requests received after this deadline will be charged in full for the next month’s services. Please note, even if Client notifies instructor, Client is still required to send an e-mail to bodybasics@optonline.net to cancel this Agreement. Such e-mail will serve as Client’s cancellation receipt. If for any reason the 12 month Fit Body for Life program is cancelled before its completion date, a **\$48 reimbursement fee** for every debit date prior to receipt of the cancellation notice shall become due and will be debited from Client’s payment account immediately. In no event will the collected reimbursement fee exceed the total remaining balance under this Agreement. The 12 month Fit Body for Life program will automatically continue on a month-to-month basis following the first full 12 month period and will be considered active until such program has been cancelled as provided for in this cancellation policy. If by reason of death or disability, Client is unable to receive all Body Basics Boot Camps services for which Client has contracted, Client and Client’s estate shall be relieved from the obligation of making payment for services other than those received or obligated prior to death or the onset of disability, and if Client has prepaid any sum for services, so much of such sum as is allocable to services Client has not taken shall be refunded.

IV. Client’s Default

Client shall be deemed in default of this Agreement upon the failure to comply with any of the terms and conditions of this Agreement, including, but not limited to, the obligation to make any payment as and when due. Upon default, Body Basics Boot Camps, shall have all rights and remedies available to it, including termination of this Agreement and institution of an action for all applicable damages pursuant to this Agreement. If Body Basics Boot Camps, delays or refrains from exercising any rights under this Agreement, Body Basics Boot Camps, does not waive or lose those rights. If Body Basics Boot Camps, accepts late or partial payments from Client, Body Basics Boot Camps, does not waive the right to receive full and timely payments and other charges due under this Agreement.

V. Guarantee Policy

30 Day Hassle Free Money Back Guarantee

If, for any reason whatsoever, Client is not completely satisfied with the services provided within the first 30 days following the date signed below, simply let Body Basics Boot Camps, know via e-mail at bodybasics@optonline.net that you would like to cancel your program and we will issue you a full refund. After the initial 30 day period, all prepaid payments are final and non-refundable, except as provided for in the cancellation policy.

VI. Client Consent

Client consents to and releases each of Body Basics Boot Camps, Breathe Fitness Studio and its parent company, Body Basics Personal Training, LLC, from any liability resulting from Body Basics Boot Camps, and/or Body Basics Boot Camps use of Client's name and likeness in Body Basics Boot Camps and/or Body Basics Boot Camps, promotional and marketing materials, client lists, Web Site, and/or other public relations documents.

VII. Arbitration and Attorney's Fees

Any controversy between the parties arising out of this Agreement shall be submitted to JAMS for binding arbitration in Somerset County, . The costs of the arbitration, including any JAMS administration fee, the arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties to the arbitration. In the event that any dispute between the parties should result in arbitration, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action or arbitration and shall be paid whether or not such action is prosecuted to judgment. For purposes hereof, "prevailing party" shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment and an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law.

VIII. Enforceability

The undersigned parties agree that if any provision or portion of this Agreement is declared void and unenforceable, such provision 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, such provision or portion of a provision shall be reduced or narrowed and so enforced. Client specifically waives any right of any type which would invalidate the enforceability of any provision or portion of this Agreement.

IX. Successors and Assigns; Governing Law

Client agrees that all terms and conditions of this Agreement shall be binding upon the heirs, personal representatives, lawful successors, and assigns of Client. This Agreement shall be governed and enforced in accordance with the laws of New Jersey.