



TERMS AND CONDITIONS

MEMBERSHIP AGREEMENT

This Membership Agreement (“Agreement” or “Membership Agreement”) is entered into between JAYFIT, LLC, located at 7922 ROSECRANS AVE., SUITE S PARAMOUNT, CA 90723 (“JayFit”), and you the member. JayFit is a boutique fitness studio offering group fitness classes. This Agreement entitles members access to participate in these classes and to enjoy other amenities offered.

Please review this Agreement thoroughly as it is a legal contract between JayFit, LLC and all members. By using the services offered at JayFit, members are agreeing to the terms of this Agreement.

PURCHASES AND PAYMENT

PAYMENT SUMMARY: Monthly memberships are paid in advance monthly on a recurring basis, on the calendar date which the membership became activated, for the following month or via automatic debited payment (credit card, debit card, or automatic checking account draft). Please be advised month to month memberships are a minimum of a 3-month or 6 month commitment. If for any reason a client decides to stop their training program before the minimum 3 or 6 month period commitment, the client is still responsible to pay the 3 or 6 months even if they are not physically showing up.

Class packages are billed in full at the time of purchase. Additional terms regarding the automatic debited payments are outlined below.

In the event of a declined credit card/debit card, the member’s membership will be immediately suspended, pending the member updating their payment information until their membership dues are paid in full. Failure of payment will lead to termination of membership with a \$35.00 termination fee applied.

- Prices are always subject to change at any time.
- Any training session not used within the active membership for any training package shall be forfeited. The client shall not be entitled to a refund of the cost for any training session not used.



- Terms and conditions must be checked off and read thoroughly before you can start your workout sessions.
- All sessions will begin at the scheduled time.
- JAYFIT LLC must keep a credit card on file and is entitled to charge monthly/biyearly/yearly recurring payments (depending on their membership) until canceled by the client.
- Payment is non negotiable and non refundable.
- Should the client purchase additional training sessions, both the client and trainer agree that this agreement shall remain in full force and effect, and continue to govern the rights and liabilities of the parties, except as to the amount payable per such additional training session, if different from the amount stated above, or unless the parties execute a new agreement.

In agreeing to our terms and conditions and purchases and payments, I acknowledge and represent that I have read and understand the foregoing and hereby agree voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreements have been made; and I hereby execute this waiver and release for valuable consideration, intending to be bound by the same.

MEMBER CANCELLATION AND BOOKING POLICIES

MEMBERSHIPS: Monthly memberships are a minimum of 3 or 6 month commitment. Other memberships and class packages will have an expiration date, depending on which one you choose.

Clients are responsible for giving Jayfit a 30 Day Notice before canceling their membership to avoid getting charged for the following month. If canceled after the 30 Day courtesy, clients will still be charged for that month and Jayfit will then cancel their membership.

RESERVING CLASSES: Clients are solely responsible for booking their classes through their account on the Fit By Wix App. Booking calendar is open 7 days ahead. Clients may reserve class spots online through their account, on the Fit by Wix app, or by calling JayFit gym during normal business hours and confirming with staff members.

CANCELING CLASSES: Clients are solely responsible for canceling their classes 24 HOURS before the scheduled class through their account on the Fit By Wix App. No shows and Last minute



cancellations will be charged a \$15 fee. Clients must always communicate with Jayfit through Trainerize or by phone by messaging JayFIT during normal business hours and letting the staff members know.

All payments are non refundable. Once reserving a class and you're a no show, workout sessions will be automatically forfeited and will not be credited.

In agreeing to our member cancellation and booking policies, I acknowledge and represent that I have read and understand the foregoing and hereby agree voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreements have been made; and I hereby execute this waiver and release for valuable consideration, intending to be bound by the same.

CHARGEBACK PREVENTION POLICY

Client understands and agrees that in the event the Client initiates a chargeback and/or merchant dispute with their issuing bank for the services/products they have received and in fact owe payment for, and the Client is successful in recovering the disputed funds that would otherwise be owed to Jayfit LLC. Jayfit LLC will make every effort to provide documentation to the issuing bank that the Client did receive any and all products/ and all services, including this policy.

In agreeing to our terms and conditions, I acknowledge and represent that I have read and understand the foregoing and hereby sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreements have been made; and I hereby execute this waiver and release for valuable consideration, intending to be bound by the same.

JAYFIT LLC GROUP EXERCISE WAIVER AND RELEASE FORM

In agreeing to our terms and conditions and release/waiver, I acknowledge that I have enrolled in the health and fitness program offered by JAYFIT. I recognize that the program may involve strenuous physical activity including, but not limited to, muscle strength and endurance training, cardiovascular conditioning and training, and other various fitness activities. I hereby affirm that I am in good physical condition and do not suffer from any known disability or condition which would prevent or otherwise limit my full participation in this physical program.



In addition, I am fully aware of the risks and hazards connected with the participation in the physical program including, but not limited to, physical injury or even death. I hereby elect to voluntarily participate in this program knowing that the associated physical activity may be hazardous to me and/or my property. I VOLUNTARILY TAKE FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME, OR LOSS OR DAMAGE TO PROPERTY OWNED BY ME, AS A RESULT OF PARTICIPATION IN THIS PROGRAM.

I hereby release, waive, discharge, and covenant not to sue JAYFIT and/or any of its officers, servants, agents, consultants, volunteers, and/or employees from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury (including, but not limited to, death) that may be sustained by me, or to any property belonging to me, while participating in this program, or while on or upon the premises where the event is being conducted including, but not limited to, any claims arising under negligence.

You expressly agree to indemnify and hold the company harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

You agree to be solely responsible for the safety and well-being of yourself.

You agree to comply with all rules imposed by JayFit regarding the use of the facilities and equipment.

You agree to conduct yourself in a controlled and reasonable manner at all times according to the safety and general operating protocols clearly outlined by JayFit. You also agree to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

You understand and agree that the company is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

In agreeing to our terms and conditions and release/waiver, I acknowledge and represent that I have read and understand the foregoing and hereby agree voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreements have been made; and I hereby execute this waiver and release for valuable consideration, intending to be bound by the same.



JAYFIT LLC PHOTO/VIDEO RELEASE FORM

I hereby grant permission to the rights of my image, likeness and sound of my voice as recorded on audio or video tape without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording. I also understand that this material may be used in diverse educational settings within an unrestricted geographic area.

Photographic, audio or video recordings may be used for the following purposes:

- Social Media Content
- Internet Sharing
- Online Workout Videos

By signing this release I understand this permission signifies that photographic or video recordings of me may be electronically displayed via the Internet or in the public of social media content.

I will be consulted about the use of the photographs or video recording for any purpose other than those listed above.

There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.

This release applies to photographic, audio or video recordings collected as part of the sessions listed on this document only.

By agreeing to our terms and conditions, I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release any and all claims against JAYFIT LLC utilizing this material for educational purposes.