

## Terms and Conditions

In consideration of the mutual promises exchanged herein and other good and valuable consideration, the parties agree as follows:

1. You and Pinnacle Health and Fitness have agreed that Pinnacle Health and Fitness will conduct an agreed number of workout sessions. Each session will begin at a mutually convenient, agreed-upon time.
2. You will pay Pinnacle Health and Fitness, in advance, for the workout sessions/ agreed package. You acknowledge and agree to Pinnacle Health and Fitness' cancellation policy where no credit or refund of this sum or any portion thereof shall be due for sessions cancelled by yourself. If you are unable to attend a session and do not give more than 24 hours notice or cancellation then no refund shall be given. If you are unable to attend a session and give more than 24 hours notice then Pinnacle Health and Fitness may move this session to another convenient date at the companies discretion.
3. At the time of, or prior to, execution of this Agreement, you have completed a Waiver and Assumption of Risk Agreement, in which you assume all risks of participating in a fitness program and agree that Pinnacle Health and Fitness and its agents, employees, or contractors, if any, shall have no liability for any injury, illness, or similar difficulty that you may suffer arising out of or connected with your participation in Pinnacle Health and Fitness' program. You hereby acknowledge and agree that Pinnacle Health and Fitness, in its sole discretion, may require you to obtain the consent of your physician or primary healthcare provider prior to providing you with any fitness or exercise programs, training, or instruction. Pinnacle Health and Fitness also reserves the right to require you to obtain such consent at any future point in the relationship should Pinnacle Health and Fitness deem it necessary due to any change in your medical condition.
4. You and Pinnacle Health and Fitness may agree to conduct additional sessions at mutually convenient times and locations, to be billed to you at Pinnacle Health and Fitness' then current service rates. In such event the provisions of this Agreement shall be deemed to apply.
5. You acknowledge and agree that Pinnacle Health and Fitness has the right to terminate this relationship at anytime and for any reason, with no obligation due to you beyond a refund of payments made for any unused sessions.
6. You hereby voluntarily give consent to engage in exercise.

7. You understand that exercise will involve progressive stages of increasing effort and that at any time you may terminate the session for any reason. You understand that during some exercise you may be encouraged to work at maximum effort and that at any time you may terminate the exercise for any reason.

8. You understand there are certain changes which may occur during exercise.

9. They include abnormal blood pressure, fainting, disorders of heart beat, and very rare instances of heart attack. You understand that every effort will be made to minimize problems by observation during exercise. It is your responsibility to ensure you have had preliminary checks from a medical professional to ensure you are safe to exercise.

10. You understand that you are responsible for monitoring your own condition throughout exercise, and should any unusual symptoms occur, you will cease your participation and inform the personal trainer of the symptoms. Unusual symptoms include, but are not limited to: chest discomfort, faintness, nausea, difficulty in breathing, and joint or muscle injury.

11. Also, in consideration of being allowed to participate in fitness, you agree to assume all risks of such fitness, and hereby release and hold harmless Pinnacle Health And Fitness and their agents and employees, from any and all health claims, suits, losses, or causes of action for damages, for injury or death, including claims for negligence, arising out of or related to my participation in the sessions with Pinnacle Health and Fitness. This includes fitness during personal training sessions and during training advised through programmes or any activity provided by Pinnacle Health And Fitness