

Waiver of Liability This agreement releases Fit Body Transformation, LLC DBA: Resiliency In Motion from all liability relating to injuries that may occur during virtual workouts. By signing this agreement, I agree to hold Fit Body Transformation, LLC DBA: Resiliency In Motion entirely free from any liability, including financial responsibility for injuries incurred, regardless of whether injuries are caused by negligence.

I also acknowledge the risks involved in Workouts. These include but are not limited to physical injuries. I swear that I am participating voluntarily, and that all risks have been made clear to me. Additionally, I do not have any conditions that will increase my likelihood of experiencing injuries while engaging in this activity.

I swear to bring a positive attitude to each activity as well as to not judge another member of the group based on physical ability.

By checking the box I forfeit all rights to bring a suit against Fit Body Transformation, LLC DBA: Resiliency In Motion for any reason. BY CHECKING THE BOX BELOW, I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY to the greatest extent allowed by law in the State of New Hampshire. In return, I will receive participation in said activity. I will also make every effort to obey safety precautions as listed in writing and as explained to me verbally. I will ask for clarification when needed.

This Training Program Service Agreement and Release of Liability (the “Agreement”) is between Fit Body Transformation, LLC DBA: Resiliency In Motion a licensee and you, the Buyer (individually, as the agent(s) or guardian(s) of the Client(s), or you the Client if you are of 18 years of age). It is agreed by and between Fit Body Transformations, LLC DBA: Resiliency In Motion and Buyer that the Buyer is purchasing, for the benefit of the Client, Training Services, from Fit Body Transformation, LLC DBA: Resiliency In Motion according to the terms of this agreement.

Late Charge – If your payment is more than ten (10) days late, you will be charged a late charge of twenty dollars (\$20.00) per payment.

PAYMENT SCHEDULE: for month to month memberships the membership is prorated. All other services should be paid in full up front, before receiving said services.

#### **CANCELLATION/AUTO RENEWAL:**

**I, Payor, understand that if I purchase a trial membership of any kind that I will be auto enrolled into the program after my trial ends. I can terminate this membership myself at any time. All other program sales are final.**

TRAINING PROGRAM SERVICES: The services being provided hereunder for physical fitness and athletic development programs are scheduled for approximately sixty (60) minutes per session, unless otherwise specified in this Agreement. Fit Body Transformation, LLC DBA: Resiliency In Motion will make every attempt to provide the best service possible, acknowledging Payor's requests (such as trainer gender, age, appointment time, etc.) but this Agreement shall remain in full force and effect if Fit Body Transformation, LLC DBA: Resiliency In Motion cannot accommodate Payor.

PHYSICAL AND MENTAL CONDITION OF CLIENT. Payor hereby acknowledges that Fit Body Transformation, LLC DBA: Resiliency In Motion does not have any knowledge whatsoever regarding Client's physical and mental condition and Payor further acknowledges that participation by Client in the services and programs to be provided by hereunder will be physically and mentally challenging. Payor does hereby state and affirm that Client does not suffer from any disability that would prevent or limit Client's participation in the programs and services to be provided hereunder. Payor further acknowledges that Fit Body Transformation, LLC DBA: Resiliency In Motion has advised Payor that Client should be seen by a medical physician and that Client is physically and mentally capable of participating in said services and programs.

ASSUMPTION OF THE RISK. Payor acknowledges that the training programs and services to be provided to Client hereunder include participation in hazardous and strenuous physical activities and that there is the possibility that Client will suffer a physical injury, incur pain and suffering and other damages caused as a result of Client's being at or upon the premises used by Fit Body Transformation, LLC DBA: Resiliency In Motion. Payor further acknowledges that the suffer physical injuries, pain and suffering and other damages may be caused by the action(s) and/or inaction(s) of Client, the action(s) and/or inaction(s) of the employees, agents or independent contractors of Fit Body Transformations, LLC, the action(s) and/or inaction(s) of business invitees or guests of Fit Body Transformation, LLC DBA: Resiliency In Motion, the action(s) and/or inaction(s) of third parties, defective and/or improperly used equipment and unknown health problems of Client.

HOLD HARMLESS AND INDEMNIFICATION. Payor hereby agrees to hold harmless and indemnify Fit Body Transformation, LLC DBA: Resiliency In Motion, its owners, management, employees, independent contractors, agents, and all invitees and all other third parties from any and all injuries and/or damages suffered by Payee, Client, Client's guests, Client invitees or any third parties that occur while they are at or upon the premises occupied by Fit Body Transformation, LLC DBA: Resiliency In Motion or they suffer as a result of the services

provided by Fit Body Transformation, LLC DBA: Resiliency In Motion and its owners, management, employees, independent contractors and agents.

**SESSION SCHEDULING AND CANCELLATIONS:** Training Sessions should be reserved by all Clients. Failure to reserve may result in you not being able to participate if the training session is at full capacity. Cancellation of reservation must be made at least four(4) hours prior to the scheduled training session time otherwise it will be considered a “no show” and Clients will be charged and pay a Twenty dollar \$20 walk in fee for holding that spot.

**MONTHLY SESSION USAGE:** All program sessions purchased must be used by the Client within one (1) month of the payment date. Failure to use the services does not relieve the Payor of Payor's obligations, (regardless of circumstances), to pay fees, late charges and other monies due under the terms of this Agreement. The completion date will only be extended if a medical physician signs a note that states a medical reason which prevents Client's training sessions to be completed within the time period agreed to under this Agreement.

**CHANGING MEMBERSHIP:** Client is responsible for changing their own membership and for making any other adjustments to their membership i.e., downgrade, upgrade or cancellation.

**STATUTORY NOTICE REQUIRED UNDER NEW HAMPSHIRE RSA 358-I (3)**

(a) NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ ALL OF IT. ALSO, DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES.

(b) STATE LAW REQUIRES THAT THIS HEALTH CLUB REGISTER WITH THE BUREAU OF CONSUMER PROTECTION AND ANTITRUST OF THE DEPARTMENT OF JUSTICE AND MAY REQUIRE THAT THIS CLUB POST A BOND TO PROTECT CUSTOMERS WHO PAY IN ADVANCE FOR MEMBERSHIP OR SERVICES IN THE EVENT THIS CLUB CLOSES. YOU SHOULD ASK TO SEE EVIDENCE THAT THIS CLUB HAS EITHER POSTED A BOND IN COMPLIANCE WITH THE LAW OR HAS BEEN EXEMPTED FROM THIS REQUIREMENT BY THE ATTORNEY GENERAL BEFORE YOU SIGN THIS CONTRACT. IF THIS CLUB HAS NOT POSTED SUCH A BOND, AND YOU PAY THIS HEALTH CLUB FOR MORE THAN ONE MONTH'S MEMBERSHIP OR SERVICES IN ADVANCE, THEN YOU ARE PAYING FOR FUTURE SERVICES, AND YOU MAY BE RISKING THE LOSS OF YOUR MONEY IN THE EVENT THAT THE CLUB CEASES TO CONDUCT BUSINESS.

YOU MAY CANCEL THIS AGREEMENT IN WRITING ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

**STATUTORY NOTICE REQUIRED UNDER NEW HAMPSHIRE RSA 358-I (6):**

I. If this is a prepaid contractual Agreement, Fit Body Transformation, LLC DBA: Resiliency In Motion shall:

(a) Refund to the Payor the pro rata cost of any unused services, within fifteen (15) days after request thereof, if:

(1) Client is unable to receive benefits from Fit Body Transformation, LLC DBA: Resiliency In Motion by reason of death or disability of Client. Fit Body Transformation, LLC DBA: Resiliency In Motion may require that the disability of Client be confirmed by an examination of a physician agreeable to Payor and Fit Body

Transformation, LLC DBA: Resiliency In Motion; provided, however, that this subparagraph shall not operate to prevent the Payor from proving Client's disability in a judicial or arbitration proceeding; or

(2) Fit Body Transformation, LLC DBA: Resiliency In Motion relocates its facility more than ten (10) miles from its present location, or the services provided by the Fit Body Transformation, LLC DBA: Resiliency In Motion are materially impaired.

(b) Refund to Payor the pro-rata cost of any unused services this Agreement, within fifteen (15) days after request thereof if the aggregate price of all contracts in force between the parties exceeds One Thousand and 00/100 Dollars (\$1,000.00). Provided, however, if the Agreement so provides, Fit Body Transformation, LLC DBA: Resiliency In Motion may retain a cancellation fee of Two Hundred Fifty Dollars ( \$250.00).

(c) Refund to the buyer the pro rata cost of any unused services within 15 days after the Fit Body Transformation, LLC DBA: Resiliency In Motion ceases operation.

II. Upon the occurrence of any of the circumstances enumerated in sub-paragraphs I(a) or (b) or (c) of this section, Payor or Payor's estate shall be relieved of any further obligation for the payment under this Agreement not then due and owing.

ENFORCEABILITY: The parties agree that if any provision or portion of this Agreement is declared void and unenforceable, such provisions 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 or the like, such provision or portion of a provision shall be reduced, narrowed and/or the like, and so enforces. However, Payor and Client specifically agree all the terms and conditions are to be enforced and Payor and Client specifically waive any statute or other right of any type, which would invalidate the enforceability of any provision or portion of a provision of this Agreement.

SUCCESSORS AND ASSIGNS: Payor agrees that this Agreement is non-assignable and that Payor cannot substitute the Client named herein above with another individual. Payor agrees that all terms and conditions of the Agreement shall be binding upon the heirs, personal representatives, lawful successors, and assigns of Payor and anyone claiming by or through Payor and/or Client.

GOVERNING LAW: This Agreement shall be exclusively governed and enforced in accordance with the laws of the state of New Hampshire. In the event litigation is necessary to enforce any of the terms and conditions of this Agreement, Fit Body Transformation, LLC DBA: Resiliency In Motion and Payor agree that the venue for such court action shall exclusively be Rockingham County, New Hampshire.

ATTORNEY FEES AND COSTS: In any action that is brought to enforce the terms of this Agreement or dispute thereof, each party shall be responsible for its own attorney's fees and costs related thereto.

NOTICES. All notices to Fit Body Transformation, LLC DBA: Resiliency In Motion required hereunder shall be mailed by certified mail, return receipt requested, and addressed to 16 Ham Road, Epping, New Hampshire 03042 or at such other address as provided to Payor by Fit Body Transformation, LLC DBA: Resiliency In Motion.

ENTIRE AGREEMENT AND MODIFICATION. This Agreement constitutes the entire agreement between the parties and there are no other promises, conditions, understandings, whether written or oral relating to this Agreement. This Agreement may only be modified in writing and must be signed by both Fit Body Transformations, LLC and Payor for the parties to be legally bound thereto. TIME. Time is of the essence.

The parties do hereby acknowledge that they accept all of the terms and conditions of this Agreement.

Fit Body Transformations, LLC : Pearla Phillips, CEO  
TO ALL TERMS:

I HAVE READ AND AGREE