



## TERMS AND CONDITIONS

- RELEASE:** You acknowledge that there is a risk associated with participating in fitness activities and in exercising. Your participation in the program is completely voluntary and you acknowledge that you are assuming all risks of injury to yourself including any illness or medical condition. Please raise any concerns about starting an exercise program with your physician before starting the program.
- YOUR RESPONSIBILITIES:** By signing this agreement you agree to: a) pay Freak Your Fitness when due in respect of your use of the sessions b) all of the terms and conditions which are set out in this agreement, c) to follow the rules and regulations that were presented to you at time of consultation, d) to immediately notify Freak Your Fitness of any address change and of any other personal information changes.
- POST-DATED CHEQUE PAYMENT:** You agree to pay the fees on each regular date and authorize Freak Your Fitness to present transactions for payment against your cheque or credit card account. In consideration of Freak Your Fitness acting as directed, you agree that Freak Your Fitnesses treatment of each cheque or credit card payment and the rights to it, shall be the same as if it were personally signed by you or each of you if there are more than one. The Pre-authorized payment shall be drawn on your account to cover all fees.
- PAYMENT OBLIGATIONS ABSOLUTE:** You are obligated to pay Freak Your Fitness the entire amount owing on Agreement. Subject to your statutory rescission rights, you agree that this Agreement may not be cancelled for any reason after your Third session and no refunds will be issued for unused sessions after that time, other than at the sole discretion of Freak Your fitness.
- DEFAULT:** If you breach any terms or conditions of this Agreement, or if you do not pay an installment on a payment date you will be in default. Your right to receive sessions will be suspended immediately and you will be subject to the Default charge. We may then, if we choose, also immediately cancel your sessions and keep any amounts you have previously paid. If we later agree to accept a payment from you, you must still fulfill all your remaining responsibilities under this Agreement.
- NO VERBAL AGREEMENTS:** There are no promises, representations, understandings or agreements between us other than this Agreement. Any changes must be in writing and signed by both you and Freak your Fitness.
- WARRANTY:** We warrant that the services supplied by this Agreement are of a reasonably acceptable quality, but other than specific guarantees in this Agreement we make no other warranty or guarantee regarding the services available to you under this Agreement.
- ASSIGNMENT:** This Agreement is personal to you. You may not assign, sell or transfer this Agreement or your rights under it to anyone else without the written approval of Freak Your Fitness and any such attempted sale, assignment or transfer will be ineffective and will result in the immediate cancellation of this Agreement without refunds.

This Agreement is Governed by the laws of Ontario and abide by the by-laws of the town of Milton.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_