

ALPHA OMEGA SPORTS PERFORMANCE, INC.

490 East Heinberg Street ♦ Pensacola, FL 32502

Adult Functional Training Service Agreement

Date of Agreement _____ Consultant _____

SELLER:

Alpha Omega Sports Performance
490 E. Heinberg Street
Pensacola, FL 32502

BUYER:

NAME _____

RESIDENCE ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

HOME PHONE NUMBER _____ CELL PHONE NUMBER _____

PLACE OF EMPLOYMENT _____ WORK PHONE NUMBER _____

DATE OF BIRTH _____ EMAIL ADDRESS _____

EMERGENCY CONTACT:

NAME _____ PHONE NUMBER _____

FUNCTIONAL TRAINING INVESTMENT		
CROSSFIT		YOUTH TRAINING
<input type="checkbox"/> Foundations \$ _____		<input type="checkbox"/> Unlimited \$ _____ /mo
<input type="checkbox"/> Test Out \$ _____		
<input type="checkbox"/> 2 x week \$ _____ /mo		TRAINING
<input type="checkbox"/> 3 x week \$ _____ /mo		Individual <input type="checkbox"/> Group <input type="checkbox"/>
<input type="checkbox"/> Unlimited \$ _____ /mo		Sessions per Month _____
		Cost per Session \$ _____
<input type="checkbox"/> Open Training \$ _____ /mo		Total Sessions _____
Discount Reason: _____		
SUMMARY		
Monthly Payment		\$ _____
TOTAL MONTHLY PAYMENTS		
1st Draft Due _____		

CREDIT CARD #:	
CVC (3 or 4 digits):	
Expiration Date:	This is a Debit Card <input type="checkbox"/> Yes <input type="checkbox"/> No
Name as it appears on card:	
Card billing address:	
OR	
Type of Account: <input type="checkbox"/> Checking (Attach voided check) <input type="checkbox"/> Savings	
Bank Name:	
Routing #:	Acct #:

EFT/DIRECT PAY AUTHORIZATION: By my signature below, I hereby authorize my financial institution/credit card company to make my monthly payments plus applicable sales tax and any late charges due hereunder directly to Seller and to debit my account/credit card for each such payment.

Buyer Signature (L.S.) DATE: _____

Witness Signature (L.S.) DATE: _____

TERMS & CONDITIONS

A. PROMISE TO PAY: You promise to pay Us or to Our Order, your Price Reservation/ Enrollment Fee and the Total of Payments according to the payment schedule shown above. Your payments will be made to Us by automatic electronic funds transfer from a bank account or credit card account designated by you at the address shown above unless we notify you in writing of a different address. If any scheduled payment is not received on or before the due date, due to no fault of Seller, there will be a late charge of the greater of \$5.00 or five percent of the payment which shall be immediately due and payable. In addition, if a check, draft, or order for the payment of money on any bank or other depository submitted by you as payment is not honored for **ANY** reason, then you shall pay a fee to us equal to the greater of (i) \$25.00, or (ii) the greatest amount allowed by law.

B. AUTOMATIC RENEWAL: Following the initial term, your functional training agreement will automatically continue on a month-to-month basis until a 30-day advance written notice is given by either party. Buyer's notice must be sent to Alpha Omega Sports Performance, Inc. at the address herein. All payments must be current to terminate the membership agreement, and Buyer owes all monthly payments until proper cancellation procedures have been followed.

C. CANCELLATION POLICY: In the event that the member is not happy with the services provided under this Functional Training agreement, said member has the right to cancel the agreement **by providing a 30-day written notice at any time AFTER the initial 30 days** under this agreement. In order to cancel under this provision, the cancellation request must be in writing, acknowledged in writing by the Facility Manager, and all payments must be current.

BUYER'S INITIALS _____

D. ALPHA OMEGA SPORT PERFORMANCE PRIVACY POLICY: Alpha Omega Sports Performance, Inc. does not collect any non-public personal information about you, our customer, beyond that which you provide to us on the contract at the time of enrollment. We take your privacy concerns seriously and protect your non-public personal information through the use of procedural, physical, and electronic safeguards. Access to your non-public personal information is limited to those employees who need to know that information in order to provide products or services to you.

E. LIABILITY WAIVER & INDEMNITY: It is expressly agreed that all use of the fitness facilities and equipment of the Facility, including any course instructions or fitness programs provided by the Facility, shall be undertaken by Member or any permitted guests, at his or her own risk, and that Seller and its officers, agents, employees and contractors shall not be liable for any injuries or damage to Buyer or any permitted guests or to the property of Buyer or any such persons, or be subject to any claim, demand, injury, damages, or loss whatsoever and howsoever caused, including, but not limited to, those damages resulting from acts of active or passive negligence on the part of the Seller, its successors or assigns or its officers and agents, or the conduct or actions of any other members of the Facility. I hereby agree to indemnify and hold harmless Seller, its officers, agents, employees and contractors, from and against any such injury to person or damage to property, howsoever caused. Without limiting the generality of the foregoing, I agree that Seller shall not be liable for loss or damage to any personal property of mine or any permitted guests caused by theft, fire or other casualty. The Seller shall not be responsible or liable for loss or damage to any other property of Buyer or his guests, including their automobiles and contents thereof. It is also agreed that any damages to the Facility facilities or property, or to the property of any Buyer by another Buyer or his guest, is the sole responsibility of the offending Buyer. Buyer agrees that he is responsible for any damages caused by Buyer or his guest to the facilities and equipment, and for any personal injury or property damage caused by Buyer to any other Buyer, guest or to the property of either. Buyer further agrees to indemnify the Seller for any loss caused by Buyer for which the Seller is accused or held liable, including reasonable attorney's fees.

FUNCTIONAL TRAINING POLICIES

- A.** This agreement is expressly executed between Alpha Omega Sports Performance, Inc. and the functional training client.
- B.** All appointments for Functional Training Sessions that are not cancelled at least 24 hours in advance of the appointment time **WILL BE BILLED** for the session.
- C.** All sessions must be used within the agreement time frame, and any session not used within time frame will be forfeited. Any exception to the time frame must be approved by the Facility Manager in writing; all determinations by the Manager are binding and final.
- D.** Functional Training Clients are not guaranteed a specific trainer for the duration of their sessions. Alpha Omega Sports Performance, Inc. reserves the right to substitute trainers/coaches at its sole discretion.
- E.** Alpha Omega Sports Performance, Inc. reserves the right to alter the designated time frames for functional training sessions. All efforts within reason will be made by the company to accommodate the client. However, when all reasonable efforts fail, the Facility Manager's decision is binding and final.
- F. GROUP TRAINING PROGRAM:** Under the Group Training Program, sessions are purchased to include training for two or more individuals scheduled at the same time with the same trainer. Any session used by one or more of the clients will be considered completed by all clients.

BUYER'S INITIALS _____