



441 S Maple St. Unit 117  
Mesa, AZ 85206  
Telephone: (602)373-8153

The Brute Lab LLC

## Agreement

Mr./Mrs./Ms.: \_\_\_\_\_

First Name

M.I.

Last Name

Birth Date

Address

City

State

Zip Code

Home Tel. No.

Bus. Tel. No.

Cell No.

e-mail

Emergency Contact

Phone Number

Relationship

Spouse's name

**Conditional Guarantee:** If you meet the requirements as outlined in our client guarantee and can honestly say that after 90 days you don't look or feel any better than when you started, we will refund 100% of your investment.

**Cancellation Policy:** If you cancel or reschedule a session after 6:00 pm the day before your appointment, it counts as a used session. This policy is strictly enforced with no exceptions. You may call our 24-hour time-stamped voicemail (602) 373-8153 even on Sunday. Excessive cancellations interfere with your progress and our scheduling. If we believe your cancellations are excessive, we will discuss this with you, but we reserve the right to cancel your reserved time slot. Commit to once a week!

**Training Sessions:** We document your personal requirements and training performance at each session so you can train with any of our trainers at any session. You may reserve a specified time slot for the same day each week with the purchase of any package. To be considerate of other clients, all sessions end 30 minutes after the scheduled appointment time.

**Payment:** All sessions are by pre-paid appointment only. The amount paid is non-refundable except as stated hereafter. All sessions in a package must be completed within one year of your starting that package. Sessions are not transferrable without our written consent.

**Rules:** You agree to follow all instructions of your trainer. You must turn off your cell phone and not use it in the studio.

**Health:** You represent that you do not have any health condition that strenuous exercise could make worse. You understand that our trainers are not medically trained to monitor your health during exercise. You agree to contact your own doctor for any questions regarding your ability to exercise safely. This program is for your recreational use only.

**Renewal:** You renew this agreement, and keep your reserved time slot, only by making a payment on another package before your last paid session. A payment on any new package of sessions renews this agreement. We may increase rates at any time, except for the sessions included in this agreement. We are not obligated to renew this agreement at the rate in this agreement.

**You may cancel this agreement within 3 days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to The Brute Lab. You will receive a complete refund of all monies paid within 30 days after receipt of the notice of cancellation made within the 3 day provision. You may also cancel this agreement**

You may cancel this agreement within 3 days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to The Brute Lab. You will receive a complete refund of all monies paid within 30 days after receipt of the notice of cancellation made within the 3-day provision. You may also cancel this agreement under other conditions stated on page 2. Page 2 contains a waiver of any right you may ever have to claim any damages for loss, injury, or death from The Brute Lab and others. By signing below you acknowledge you have read, understand, and agree to all terms on pages 1 and 2, and have received a copy of this agreement.

Package purchased: \_\_\_\_\_

Amount paid:

Guardian Signature:

Date:

The Brute Lab by:

Date:

***Cancellation upon death or disability:*** The buyer may cancel this agreement if the buyer dies or becomes physically unable to avail himself or herself of a substantial portion of those services which he or she used from the commencement of the agreement until the time of disability, with refund of funds paid or accepted in payment of the agreement in an amount computed by dividing the agreement price by the number of weeks in the agreement term and multiplying the result by the number of weeks remaining in the agreement term. The buyer or the buyer's estate seeking relief under this paragraph shall provide proof of disability or death. A physical disability sufficient to warrant cancellation of the agreement by the buyer shall be established if the buyer furnishes to the health studio a certification of such disability by a physician licensed under A.A.C. Title 4 Chapter 16 to the extent the diagnosis or treatment of the disability is within the physician's scope of practice. A refund shall be issued within 30 days after receipt of the notice of cancellation made pursuant to this paragraph. ***Other Cancellation Provisions:*** If this location goes out of business, or moves its facilities more than 5 driving miles from the business location designated in such agreement and fails to provide, within 30 days, a facility of equal quality located within 5 driving miles of the business location designated in such agreement at no additional cost to the buyer, you may cancel this agreement and receive a complete refund of all dues paid for future services within 30 days after receipt of the notice of cancellation. Notice of intent to cancel by the buyer shall be given in writing to the health studio. Such a notice of cancellation from the consumer shall also terminate automatically the consumer's obligation to any entity to whom the health studio has subrogated or assigned the consumer's agreement. The business location of a health studio shall not be deemed out of business when temporarily closed for repair and renovation of the premises: Upon sale, for not more than 14 consecutive days; or during ownership, for not more than 7 consecutive days and not more than two periods of 7 consecutive days in any calendar year. The initial agreement will not be for a period in excess of 36 months and thereafter shall only be renewable annually. Such renewal agreements may not be executed and the fee therefore paid until 60 days or less before the preceding agreement expires. The buyer should contact the <your state department that handles this> within 60 days should The Brute Lab LLC go out of business. **NOTICE OF CANCELLATION:** Any notice of intent to cancel or termination by client under any provision of this agreement must be delivered in person or by mail to The Brute Lab, 441 S Maple St Unit 117, Mesa, AZ 85206. We assume no responsibility for mail not received if not sent by certified mail.

Initials

#### **Assumption of Risk, Waiver and Release of Liability, and Miscellaneous Provisions**

In consideration of the permission to use the facilities, equipment, services, premises, and products provided at The Brute Lab (hereafter The Brute Lab today, and at any time in the future, **I understand and agree to all of the following:**

**Assumption of Risk:** I understand that any physical activity carries with it an inherent risk of injury. Strength training can involve strenuous exertions of various muscles placing stress on the muscles, bones, and joints. Cardiovascular training can involve sustained physical activity placing stress on the heart, arteries, and blood pressure. Risk of injury may be minor such as soreness, sprains, strains, and bruises, or serious such as heart attack, stroke, paralysis, and death. I understand these risks and agree to assume all risk of injury or illness associated with exercise whatever the cause.

**Waiver and Release of Liability:** I voluntarily and knowingly agree on behalf of myself, my spouse, my heirs, personal representative, assigns, and anyone else claiming by or through me to release, waive, and discharge The Brute Lab its directors, officers, owners, employees, volunteers, independent contractors, agents, assigns, successors, vendors, suppliers, equipment manufacturers, lessors, consultants, other clients, and all others associated with them (collectively "all others") from all liability from any and all claims, demands, or suits arising from the acts, failure to act, or conduct of any of them arising from their negligence (whether ordinary or gross), breach of duty, or any other theory of legal liability for (1) any physical or emotional injury or illness suffered by me (including death) arising from my attending The Brute Lab or using its equipment, facilities, services, products, and/or premises; and (2) any damage to, loss of, or theft of my property.

**Indemnification and Hold Harmless:** I agree on behalf of myself, my spouse, my heirs, personal representative, assigns, and anyone else claiming by or through me to indemnify and hold harmless The Brute Lab and all others by paying all costs and attorneys' fees they incur in investigating and defending a claim or suit if such claim or suit is withdrawn, or if a court determines for whatever reason (including the enforceability of this agreement, that The Brute Lab and or others are not liable for the injury or loss.

**Denied Payment Charges:** If my payment is denied for any reason, I agree to pay a \$25.00 service charge plus the amount of the denied payment within 5 days. I agree to pay all costs of collection, including reasonable attorney's fees and court costs.

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**Interpretation:** This agreement is intended to be interpreted as broad and as inclusive as permitted by the laws of Arizona to relieve The Brute Lab and all others associated in any way with The Brute Lab, from all liability for any and all claims for damages due to injury or property loss based on any legal theory. This agreement shall be interpreted under the laws of Arizona.

**Severability and Venue:** If any portion of this agreement is held invalid, the balance of the agreement shall continue in full legal force. Any legal action shall be brought in The United States County, Arizona.

**Consent to Physical Contact:** It is sometimes necessary for a trainer to physically touch a client to attain the proper form for an exercise. I hereby consent to such appropriate physical contact.

**Entire Agreement:** Pages 1 and 2 constitute the entire agreement. I have not relied on any oral representations by anyone in addition to, or inconsistent with, the written terms of this agreement.

Initials