

**JOE CARR PERSONAL TRAINING LLC  
MEMBERSHIP AGREEMENT  
(Policies, Release, and Liability Waiver)**

Thank you for choosing Joe Carr Personal Training LLC (your "Trainer") for your personal training needs. To make sure we are clear about how we will work together, please read through the following information, including the disclaimers and waivers . Please sign and initial where requested to indicate your understanding :

**1. Personal Training Policies and Procedures:**

- a. Session packages must be paid in full at the time of purchase. Payment must be made in cash or by check. Any returned checks will result in a \$50 fee.
- b. All sales are final. Session packages are non-refundable. At the Trainer's sole discretion, unused personal training sessions may be transferred to an immediate family member, provided he/she fills out all required forms and abides by all policies and terms of Joe Carr Personal Training LLC.
- c. All sessions must be used within one (1) year of the purchase date. Outstanding sessions will not be carried over.
- d. All cancellations or schedule change requests must be received at least 24 hours in advance by calling (917) 207-0902. Please do not send emails or text messages. Clients who do not cancel with more than 24 hours' notice will be charged for the session.
- e. All sessions will last one (1) hour and will start and finish on time. If you are late for a session, Trainer will not be able to provide the full hour. However, if Trainer is late for a session, you will receive the full session time or have the outstanding time added to another session.
- f. Trainer has the right, in his sole discretion, to cancel sessions due to hazardous weather, public health or other emergencies, and will reschedule upon availability when the emergency has subsided.
- g. Location and pricing of training sessions vary depending on whether Trainer is coming to your home/residential gym facility, or training you on-premises at Trainer's location. This information will be provided to you in advance, and in writing.

**2. Commitment and Representations:** By purchasing Sessions, you are making a commitment to your health. You agree to follow the program and instructions of Trainer to the best of your ability. You are responsible to ensure that you work out consistently, eat properly, get plenty of sleep, and live a healthy lifestyle. You understand the results of any training program cannot be guaranteed, and that your progress depends on your effort and cooperation in and outside of the sessions. In particular, you acknowledge that individual results may vary and no particular result is guaranteed by Trainer. You acknowledge and represent that: (1) You are physically capable to participate in the sessions; (2) you will at all times follow safe practices regarding the sessions and perform all exercises according to proper technique; (3) you shall at all times follow all the rules and regulations for the sessions, as may be established or modified by Trainer.

**I AGREE AND UNDERSTAND.**

**INITIAL HERE \_\_\_\_\_**

**3. Stopping Exercises:** You may refuse or stop any exercise for any reason. It is your responsibility to notify Trainer of any discomfort or pain arising from or during exercise, as well as, any and all other known limitations you have or experience so that Trainer may accommodate you and substitute another exercise to work that particular muscle group.

**I AGREE AND UNDERSTAND.**

**INITIAL HERE \_\_\_\_\_**

**4. Consultation with Physician.** It is recommended that you have a yearly or more frequent physical examination and consultation with your physician as to physical activity and diet so you are aware of what is appropriate for you. During the program, if your medications, condition, or medical limitations should change, you will notify Trainer. You acknowledge you have either had a physical exam and have been given physician's permission to participate, or you have decided to participate without physician approval. You understand that Trainer may review any other health history information but that Trainer is not a physician and cannot replace the advice and expertise of a physician.

**I AGREE AND UNDERSTAND.**

**INITIAL HERE \_\_\_\_\_**

**5. Assumption of Risk.** You realize that participation in the sessions including, but not limited to exercising, use of exercise equipment and strenuous exertion (strength training) increases heart rate and body temperature. You understand that exercise involves certain risks, including but not limited to, serious neck and spinal injuries

resulting in complete or partial paralysis, heart attack, stroke or even death. Also, injuries could occur to bones, joints or muscles. Slips, falls, and unintended loss of balance could result in muscular, neurological, orthopedic or other bodily injury. You understand that part of the risk involved in undertaking any activity or program is relative to your own state of fitness or health (physical, mental, or emotional) and to the awareness, care and skill which you conduct yourself in that activity or program. Knowing the material risks and appreciating, knowing and reasonably anticipating that other injuries are a possibility, you hereby expressly assume all of the delineated risks of injury, all other possible risk of injury, and even risk of possible death, which could occur by reason of your participation.

**I AGREE AND UNDERSTAND.**

**INITIAL HERE \_\_\_\_\_**

**6. Release and Waiver.** You agree, on behalf of yourself, and your heirs and/or personal representatives, to waive, release and forever discharge Trainer, his heirs, devisees, successors, and assigns ("Released Parties") you may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses, costs, and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to your entry upon Trainer's premises and/or participation in the sessions, whether caused by the negligence of the Released Parties or by any other reason. You acknowledge and agree that this Release is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or other damage sustained by you while on Trainer's premises and/or in any way related to the training sessions.

**I AGREE AND UNDERSTAND.**

**INITIAL HERE \_\_\_\_\_**

**7. Covenant Not to Sue.** You agree, for yourself and all of your heirs and legal representatives, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which you or your heirs or legal representatives may have as a result of any personal injury, death, or property damage you may sustain as a result of the negligent act(s) or omission(s) of Trainer.

**8. Indemnification.** You agree to defend, indemnify and hold harmless the Released Parties from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life, or damage to property sustained by reason of or arising out of your involvement in any of the training sessions activities or your use of Trainer's premises, whether caused by the negligence of Released Parties or otherwise.

**9. Governing Law and Venue.** This Membership Agreement will be governed by and interpreted in accordance with the laws of the State of South Carolina. You agree that any action arising out of this Release must be brought exclusively in South Carolina, County of Charleston.

**10. Right to Cancel.** Under SC Code, 44-79-30, you have a right to cancel any prepaid agreements as follows:

a. You may cancel this contract by sending notice of your wish to cancel to the center before midnight of the third business day after you sign the contract. "Business day" means Monday through Friday excluding state holidays and federal holidays. This notice must be sent certified mail to the following: Joseph P. Carr, 3354 Berryhill Road, Johns Island, SC 29455. Within thirty days of receipt of this notice, Trainer shall return any payments made and any note or other evidence of indebtedness. If you use the Trainer's facilities or services, Trainer may deduct a reasonable fee from the payments being returned based on the actual fee paid divided on a pro rata share by the number of days actually used by you.

b. You or your estate may cancel the contract at any time by written notice to Trainer at the above address if the following circumstances occur: (1) the customer's death; (2) substantial physical disability, certified by a physician, which makes it permanently impossible for the customer to use the center's services; (3) the customer's permanent relocation to a residence over fifty miles distant from an outlet operated by Trainer, if Trainer is unable to arrange for the customer's use of another center with equivalent major facilities and services. Trainer has the right to require presentation of information to substantiate that one of these circumstances has occurred. If the contract is cancelled because of disability, death, or permanent change of residence, Trainer shall return any note or other evidence of indebtedness and unearned prepayments as follows: For each month that the contract was in effect, the center is entitled to the rate a month or a treatment which it would have charged if the contract had initially been one for the number of months or the number of treatments for which the contract was actually in effect. The rate is to be determined from a fee schedule in effect on the date of the contract.

(c) The right of cancellation shall affect only the financial obligations under the contract and customer's right to use the center's physical fitness services.

11. **Waiver.** No waiver of any term or right in this Release shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this Membership Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.

12. **Survival.** Any provision of this Membership Agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.

13. **Attorney's Fees.** If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other Party.

14. **Severability.** If any provision or portion of this Membership Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

15. **Entire Agreement; Modification; Binding Effect.** This Membership Agreement, along with any writing specifying the pricing and location of sessions, is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND ENTER THIS AGREEMENT FREELY AND VOLUNTARILY.

AGREED TO BY (SIGN HERE): \_\_\_\_\_ (Client; "You")

Print Name: \_\_\_\_\_ DATE: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Preferred Phone: \_\_\_\_\_ This is my Work  Home  Cell/Other Phone: