

Personal Training Agreement

SDA Training and Nutrition, LLC d/b/a The Apex Training Compound
465 Southeast 1st Ave, Unit B, Delray Beach, FL 33444
Email: scottapex1998@yahoo.com Phone: 917-689-6806
Florida Health Studio Registration No.: HS16430

This agreement (the "Agreement") is entered into on this ___ day of _____, 20___, by and between SDA Training and Nutrition, LLC ("Studio") doing business as The Apex Training Compound, and _____ (the "Client"). The Client's contact information is below:

Address: _____

Phone: _____

Email: _____

1. SERVICES & PAYMENT TERMS

- Service Type: One-on-One Personal Training
- Payment Structure: Sessions are paid after each session is conducted, unless otherwise agreed in writing.
- Rate per Session: \$85
- Session Duration: 60 minutes
- Cancellation Policy: Sessions cancelled with less than 12 hours' notice may be charged in full at the Studio's discretion.

2. MEMBERSHIP POLICIES

- Clients must arrive on time and wear appropriate training attire.
- Clients may be denied service due to inappropriate behavior or non-compliance with safety protocols.
- All sessions must be used within 30 days unless agreed otherwise in writing.

3. WAIVER, RELEASE OF LIABILITY, GOVERNING LAW, & VENUE

The Client understands and acknowledges that Client's participation in physical training sessions involves inherent risks, including but not limited to, the risk of injury or death. The Client voluntarily assume all such risks and agrees to the following:

- The Client hereby releases, waives, and discharges SDA Training and Nutrition, LLC, its owners, agents, and trainers from any and all liability.
- The Client certifies that Client is physically capable of participating, has been cleared by a

physician to participate, and chooses to participate at Client's own risk.

- Client is responsible for informing the trainer of any health conditions prior to each session.

Client acknowledges that physical training sessions involve strenuous physical activities, including, but not limited to, weight training, stationary bicycling, and various aerobic conditioning machinery (the "Physical Activities"). Client acknowledges that such Physical Activities involve the inherent risk of physical injuries or other damages, including, but not limited to, heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee/lower back/foot injuries and any other illness, soreness, or injury however caused, occurring during or after any participation in such Physical Activities. Client further acknowledges that such risks include, but are not limited to, injuries caused by the negligence of an instructor or other person, defective or improperly used equipment, over-exertion of Client, slip and fall by Client, or an unknown health problem of Client. Client agrees to assume all risk and responsibility involved with Client's participation in any Physical Activities. Client affirms that Client is in good physical condition and does not suffer from any disability that would prevent or limit participation in any Physical Activities. Client agrees that it is the responsibility of Client to seek competent medical or other professional advice regarding any concerns or questions involved with the ability of Client to take part in any Physical Activities. By signing this Agreement, Client asserts that Client is capable of participating in such Physical Activities. Client agrees to assume all risk and responsibility for Client exceeding his or her physical limits. Client agrees that any dispute, controversy, or claim arising out of or relating in any way to the Agreement, including without limitation any dispute concerning the construction, validity, interpretation, enforceability, or breach of this Agreement, shall be exclusively resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of the arbitration shall be in Palm Beach County, Florida. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the internal laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Florida. In the event of a claim arising out of or relating in any way to the Agreement, the complaining party shall notify the other party in writing thereof through a demand for arbitration which shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the claim. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration clause shall also apply to any dispute, controversy, or claim between the Client and any third party with whom the Studio contracts in order to perform its obligations or exercise its rights under this Agreement.

CLIENT UNDERSTANDS AND AGREES THAT THE CLIENT AND THE STUDIO ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT. NEITHER THE CLIENT NOR THE STUDIO SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR

AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Without modifying the Client's and Studio's obligations to resolve disputes hereunder pursuant to arbitration as provided in this Agreement, for any litigation arising in connection with this Agreement for any reason, Client and Studio each hereby consent to and expressly submits to the exclusive personal jurisdiction of any state or federal court sitting in Palm Beach County, Florida, and expressly submits to the exclusive venue of such courts for the purposes hereof.

In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law (including any judicial ruling), then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of this Agreement.

4. RIGHT TO CANCEL (Per Florida Statute 501.017)

IMPORTANT NOTICE TO BUYER:

YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR OBLIGATION WITHIN 3 DAYS (EXCLUDING HOLIDAYS AND WEEKENDS) FROM THE DATE OF THIS AGREEMENT BY DELIVERING WRITTEN NOTICE TO THE STUDIO.

If services have been rendered, the Studio may retain a prorated amount based on the days or sessions completed.

Refunds will be processed within 30 days of cancellation.

5. ADDITIONAL CANCELLATION RIGHTS

You may also cancel this contract if:

- The Studio goes out of business or relocates more than five (5) driving miles without offering an equal facility within that radius.
- You become physically unable to continue training (with physician documentation).
- You pass away (prorated refund to your estate).

6. IDENTIFICATION

If required, the Studio will provide you with a method of identification (e.g., passcode or ID badge) to access the facility.

7. HEALTH STUDIO DISCLOSURE

SDA Training and Nutrition, LLC d/b/a The Apex Training Compound is registered with the State of Florida as a Health Studio.

Registration No.: HS16430

ACKNOWLEDGEMENT

By signing below, I acknowledge that I have read, understand, and agree to all the terms and conditions of this agreement, including the waiver of liability and my cancellation rights.

This Agreement may only be amended or modified in writing signed by Studio and Client.

CLIENT:

By: _____

Name: _____

Date: _____

STUDIO:

SDA Training and Nutrition, LLC

By: _____

Name: Scott Appelbaum

Title: Member

Date: _____