

# THE ORIGINAL SPORT, LLC. d/b/a EVOLUTION ATHLETICS CLUB (“EAC”)

## CLIENT AGREEMENT – TERMS AND CONDITIONS

Upon becoming a Client of EAC, you agree to the following terms and conditions, all of which are applicable to any and all services provided by EAC to you during the course of your relationship with EAC.

### 1. DEFINITIONS

“Client” shall mean any person or legal entity who contracts with EAC for the services provided by EAC, whether individually, as a group, or in any other manner.

“Services” shall mean any service provided by an employee or authorized contractor of EAC whether currently described by EAC or to be offered by EAC in the future. “Services” shall consist of physical training, fitness classes, personal or group training, conditioning sessions, use of EAC’s facilities, or any other “Service” currently offered or offered in the future.

### 2. FEES and PAYMENT

#### **Annual Dues.**

EAC does not charge any annual fees or membership dues.

#### **Client Fees.**

*All fees for Services are due and payable upon receipt. Late payments or failure to pay are subject to the applicable terms and conditions specified below.*

**OPEN GYM.** Open gym memberships shall be billed monthly on or about the 1<sup>st</sup> calendar day of the month and be valid for the ensuing calendar month. Renewal shall be automatically charged to the Client unless canceled per the terms below.

**ALL OTHER SERVICES.** Unless otherwise specified, all other Services, including but not limited to individual or group personal training, fitness or exercise classes, shall be billed for a specific number of sessions or classes.

**FORMS OF PAYMENT.** Payment shall be accepted by credit card, debit card, cash, check, or money transfer service. Services to Client may be suspended and/or revoked if payment is not timely received by EAC.

### 3. CANCELATION of SERVICES

#### *Cancellation of Gym Usage*

A Client may **PERMANENTLY CANCEL** their Gym Usage for any reason by providing written notice by email to EAC no later than ten (10) calendar days *prior* to the next billing cycle. Notice should be sent to:

**Email:** [info@EvolutionAthleticsClub.com](mailto:info@EvolutionAthleticsClub.com)

**Attn:** Client Service Team, Service Cancellation

If notice of permanent cancellation is properly received, EAC will not charge the Client for the upcoming calendar month and will cancel all services provided to the Client.

**NOTE, HOWEVER, THAT FAILURE TO PROVIDE TIMELY NOTICE OF CANCELATION WILL RESULT IN THE CLIENT BEING BILLED FOR THE NEXT SERVICE MONTH AND SUCH FEES SHALL BE DUE AND PAYABLE REGARDLESS OF WHETHER CLIENT USES EAC'S SERVICES.**

If a Client cancels their Gym Usage, they may reactivate their usage for a fee of \$15.00 provided that they reactivate within ninety (90) calendar days of the original cancellation. Client will be charged the full month's fee upon reactivation regardless of when in a given month they reactivate their usage.

**Cancellation of All Other Services.**

*Special Fitness Classes*

Special Fitness Classes are services provided from time-to-time by EAC that involve a guest instructor and may consist of a single class or discreet number of classes. The classes shall be priced as they are offered by EAC and must be paid for **IN FULL** by the Client. EAC will **NOT** refund money to Clients who may need to withdraw or miss such classes. **EAC WILL REFUSE SERVICE TO ANY CLIENT WHO FAILS TO PAY FOR THESE CLASSES IN FULL IN ACCORDANCE WITH THE TERMS OF THE CLASS WHEN INITIALLY OFFERED.**

*Personal Training and Small Group Training*

Personal and small group training sessions are subject to the pricing schedule and terms and conditions published on EAC's website as of the date the Client registers for such sessions, and discussions with the personal trainer providing the Services.

**EAC MAY REFUSE SERVICE TO ANY CLIENT WHO FAILS TO PAY FOR THE PERSONAL OR SMALL GROUP TRAINING SESSIONS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SUCH SESSIONS AS OF THE DATE OF REGISTRATION. IN ADDITION, NO REFUNDS OR CREDITS WILL BE PROVIDED TO CLIENTS WHO FAIL TO SHOW UP TO A SCHEDULED PERSONAL TRAINING OR SMALL GROUP TRAINING SESSION. IF A CLIENT CANCELS A SESSION BUT PROVIDES 24 OR MORE HOURS ADVANCE NOTICE, A MAKE UP SESSION MAY BE SCHEDULED AT THE DISCRETION OF THE TRAINER RESPONSIBLE FOR THE CLIENT.**

*Other EAC Services/Payment*

All other Services provided by EAC are subject to the pricing schedules published on EAC's website as of the date the Client requests such services. Payment for these Services is due and payable in full *prior to* the commencement of the provision of such Services to the Client(s).

**4. REPRESENTATION OF CAPACITY**

By agreeing to the terms of this Agreement, Client represents and warrants that they are 18 years or older, or that their Parent/Guardian is 18 years and older and authorized to act on their behalf, and all facts and information provided by Client to EAC are, in all material respects, true, correct, and complete.

**5. TERM**

*Gym Usage*

Open Gym Usage has a term of one (1) calendar month beginning with the first calendar day of each month for which usage fees are paid. The Term will be automatically renewed each 1<sup>st</sup> day of the month unless and until canceled by Client as described in above, or by EAC as permitted by the agreement.

*All Other Services*

The term of all other Services shall last until all fully-paid sessions in which Services are provided are exhausted, provided that in no event shall the term of all other services of whatever nature shall extend beyond 120 days from the date of purchase. Renewal shall be subject to the same terms and conditions contained herein and set forth on EAC's website.

## 6. CANCELLATION

I (or my legal representative) may cancel this Contract without penalty in accordance with the following:

Within **three (3) business days** after signing this Agreement. Upon such cancellation I will receive a full refund of all monies paid. (See Paragraph 5(b)).

**BUYERS RIGHT TO CANCEL: IF YOU WISH TO CANCEL THIS AGREEMENT, YOU MAY DO SO BY SENDING A WRITTEN NOTICE BY EMAIL TO:**  
info@EvolutionAthleticsClub.com Attn: Client Service Team, Service Cancellation.

**THE NOTICE MUST SAY THAT YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT AND MUST BE DELIVERED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT.**

**YOU MAY ALSO CANCEL THIS CONTRACT IF YOU RELOCATE YOUR RESIDENCE FURTHER THAN (25) TWENTY-FIVE MILES FROM EAC'S PHYSICAL LOCATION AT: 12 State Street, Ansonia, Connecticut.**

**THIS AGREEMENT MAY ALSO BE CANCELLED IF YOU DIE, OR IF THE HEALTH CLUB CEASES OPERATION AT THE LOCATION WHERE YOU ENTERED INTO THIS AGREEMENT.**

**IF YOU BECOME DISABLED YOU SHALL HAVE THE OPTION OF (1) BEING RELIEVED OF LIABILITY FOR PAYMENT ON THAT PORTION OF THE AGREEMENT TERM FOR WHICH YOU ARE DISABLED, OR (2) EXTENDING THE DURATION OF THE ORIGINAL AGREEMENT AT NO COST TO YOU FOR PERIOD EQUAL TO THE DURATION OF THE DISABILITY. YOU MUST PROVE SUCH DISABILITY BY A CERTIFICATE SIGNED BY A LICENSED PHYSICIAN OR A LICENSED ADVANCED PRACTICING REGISTERED NURSE, WHICH CERTIFICATE SHALL BE ENCLOSED WITH THE WRITTEN NOTICE OF DISABILITY SENT TO EAC. EAC MAY REQUIRE THAT YOU BE EXAMINED BY ANOTHER PHYSICIAN OR ADVANCED PRACTICING REGISTERED NURSE AGREEABLE TO YOU AND EAC AT ITS EXPENSE.**

**IF YOU CANCEL, EAC MAY KEEP OR COLLECT AN AMOUNT EQUAL TO THE FAIR MARKET VALUE OF THE SERVICES OR USE OF FACILITIES YOU HAVE ALREADY RECEIVED.**

## 7. NO FEE GUARANTEE

Fees for Services and other Expenses may be modified from time to time by EAC.

## **8. DEFAULT/REMEDIES**

Any monthly payment that is received more than ten (10) days after the due date shall be subject to a late charge of the greater of ten percent (10%) of the amount due or \$20.00, for the added administrative costs associated with same. Any payment that remains unpaid for thirty (30) days shall entitle the Club to terminate the Agreement and cease providing Services, to suspend some or all Services and EAC privileges, and/or to take other actions permitted by law or in equity. Closing of account, insufficient funds, expired credit or debit cards, or any other action that prevents the charging of the Client for monthly or other fees, if applicable, will be a material breach of this Agreement. Client agrees to pay reasonable attorney's fees, legal expenses and other lawful collection costs and expenses of collection incurred after a material breach of this Contract.

## **9. PRIVILEGES**

Upon signing the Agreement and paying any and all associated fees and/or expenses due for the provision of Services by EAC, Client shall be authorized to the use of the club facilities for the duration of that particular training session or class.

## **10. RESPONSIBILITY**

All use of EAC's facilities and property shall be undertaken at the sole risk of the Client or the Client's Parent/Guardian, and EAC, its officers, management, directors, employees, contractors, agents, its successors or assigns as well as its officers and agents thereof, shall not be liable for any harm, injuries, or damage to Client or Client's property of any type or be subject to any claim, demand, liability or damages whatsoever, including without limitation, those resulting from acts of active or passive negligence on the part of EAC, its officers, management, directors, employees, contractors, agents, its successors or assigns as well as its officers and agents thereof for all such claims demands liabilities damages actions or causes of actions. It is specifically agreed that EAC its officers, management, directors, employees, contractors, agents, its successors or assigns as well as its officers and agents thereof shall not be responsible or liable for articles lost, damaged, or stolen in about or in connection with the Club nor for loss or damage to any other of my property, including automobiles and contents. It is also agreed that any damages to EAC's facilities or personal property and/or its Manager, employees, agents or assigns and officers or the Club or its contents, or property or the property of any member by another member is the sole responsibility of the offending Client or Client's Parent/Guardian. The foregoing notwithstanding, neither EAC nor its officers, management or managers, employees, agents, or assigns shall be relieved by this paragraph from liability for its own gross negligence and/or willful misconduct.

## **11. RULES AND REGULATIONS**

Client acknowledges that EAC operates under rules and regulations established for the safety, comfort, and protection of EAC and its Clients or other patrons and Client agrees and will abide by and be bound by all posted rules and regulations, as well as by rules and regulations subsequently approved and posted or published by EAC. Rules and regulation of EAC, in effect from time to time, are incorporated into this Agreement by reference and made a part hereof. Facilities, equipment, amenities, hours, service, regulations, and policies are subject to change, without prior notice, at the sole discretion of EAC, and Client accepts such reasonable changes as a condition of membership.

**ANY CLIENT FAILING TO ABIDE BY THE REQUIREMENTS OF THIS PARAGRAPH, THIS AGREEMENT, AND ANY AMENDMENTS ORS ADDITIONS HERETO, MAY BE DISMISSED FROM EAC. IN SUCH CIRCUMSTANCE, ALL OUTSTANDING FEES AND EXPENSES SHALL BE DUE AND PAYABLE, AND NO REFUND OF ANY TYPE SHALL BE PROVIDED.**

**12. GENERAL PROVISIONS**

- a. Client acknowledges that they have inspected EAC’s premises and same is in full operation. No promises, representations, or warranties have been made to Client by EAC or any managers, employees, contractors, agents, officers or assigns of same.
- b. Client acknowledges that it has been explained to them that this is a legally binding and enforceable Agreement and that they have agreed to abide by all requirements of this Agreement and EAC during the Term of their association with EAC.
- d. This Agreement sets forth the entire agreement between the Client and EAC regarding their receipt of Services from EAC and any and all prior discussions, agreements, understandings, or correspondence are hereby made null and void.
- e. This Agreement may be amended, modified, or rescinded, or any rights hereunder waived, only by written agreement signed by Client and EAC.
- f. If any term or provision of this Agreement is found to be invalid, illegal, or unenforceable in whole or in part, the rest and remainder of this Agreement shall remain in full force and effect to the fullest extent permitted by law.
- g. This Agreement is governed by the laws of the State of Connecticut.

**CLIENT UNDERSTANDS THAT THEY ARE RESPONSIBLE FOR ALL REASONABLE COLLECTION FEES, COURT COSTS, AND ATTORNEYS’ FEES ASSOCIATED WITH ANY UNPAID BALANCES DUE ACCORDING TO THIS CONTRACT.**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, Ansonia, Connecticut.**

**We hereby agree to all terms of this Contract intending to be legally bound and each party has received a fully executed copy of this Contract.**

**Member (Print Name): \_\_\_\_\_**

**Member Signature: \_\_\_\_\_**

**The Original Sport, LLC.:**

**By: Philip A. Rothman**  
**Duly Authorized**

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**FOR PARTICIPANTS OF MINORITY AGE (< 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, have read this agreement and understand I am responsible to ensure that all rules, regulations, and terms of this agreement, including payment, are complied with and approve his/her participation with the club, its sessions, or classes. I understand that I am responsible for all reasonable collection fees, court costs and attorneys fees associated with any unpaid balances due according to this contract.

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Emergency Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_