



T3 Fitness LLC Policies & Waiver (page 1 of 3)

Please fill out and sign

1. If you have any of the following physical conditions, you may be required to have a Physician's Consent Form:
 - a. Hypertension (>145/95 mm Hg)
 - b. Hyperlipidemia (cholesterol >220 mg/dl or a total cholesterol-to-HDL ratio of >5.0)
 - c. Diabetes
 - d. Family history of heart disease prior to age 60
 - e. Smoking
 - f. Abnormal resting EKG
 - g. Any other condition T3 Fitness LLC, in its sole discretion, may deem to present an unreasonable risk to health
2. Unless other arrangements are made, Personal Training sessions, and Program Design explanations (these services herein individually and collectively referred to as "sessions") last 60 minutes. In order to provide the best service to all Clients, T3 Fitness LLC cannot commit to extending any particular session beyond its previously scheduled time. In those cases where schedules do permit, Clients may request to extend sessions beyond 60 minutes at the current hourly session rate.
3. Rates for T3 Fitness LLC services are subject to change. Services prepaid for by Client, which are unused at the time of any rate change, will be honored at the price already paid.
4. Time slots are available on a "first-come, first-served" basis by appointment. Sessions, whether purchased a la carte or as part of a package, must be paid for when the appointment is booked or as deemed appropriate by T3 Fitness LLC. Clients are encouraged to schedule prepaid sessions in advance.
5. In order to provide the best possible service to all Clients, T3 Fitness LLC asks that all Clients be ready to begin their session at the scheduled time. Time lost at the beginning of a session due to a Client's tardiness cannot be made up at the end of the session as that could potentially impact the next scheduled Client. Unless prior arrangements have been made, a Client will be deemed a "no-show" when they are fifteen minutes late for an appointment. No refunds or credits will be given for "no-shows".
6. Regarding cancellations:
 - a. All qualifying cancellations will result in a credit being given which can be applied to a future session or other product or service from T3 Fitness LLC.
 - b. **All cancellations must be made with a minimum of 24 hours advance notice in order to receive credit for the session.** If the previously blocked time period cannot be filled, cancellations with less than 24 hours' notice given will not qualify for a credit and Client will be charged for the session. Cancellations must be made by calling 414-704-8550 to be deemed effective. **Client has a maximum allowance of two excused cancellations due to emergency or sudden illness** at which time no charges will be assessed for the missed session.
 - c. If Client receives credit for a missed session, the credit must be used within 60 days of the missed session, or it will be waived.
 - d. If T3 Fitness LLC needs to cancel a scheduled session, Client will receive credit for such session.



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7. Payment is due at the time the appointment for a session is booked or as deemed appropriate by T3 Fitness LLC. T3 Fitness LLC accepts cash, checks, and major credit cards
8. We have a no refunds policy. Our personal training packages expire 6 months from their purchase date.
9. Clients are required to observe any and all rules of the studio or facility where workouts take place.
10. Shirts and running shoes are required at all times during sessions, with the exception of yoga/pilates. Client should also have water available as necessary during the workout.
11. Clients have the right to terminate a particular exercise or workout at any time. You are in control of your workouts! If an exercise is uncomfortable or painful, or if you want to stop for any reason, you may do so. If a particular exercise is painful for you to do or you have an injury or other limitation that makes it difficult for you to do, T3 Fitness LLC can attempt to substitute another exercise to work that particular muscle group.
12. You will get from your workouts what you put in. Results will vary by individual and T3 Fitness LLC cannot guarantee specific results. Client acknowledges that Client is responsible for their decisions regarding whether or not to exercise consistently, eat properly, rest enough, and live a healthy lifestyle.
13. T3 Fitness LLC respects your privacy. Due to the nature of our services, it is necessary to collect certain personal information from Clients. All information collected is treated as STRICTLY CONFIDENTIAL, and T3 Fitness LLC will not share or redistribute your information with any third party except as necessary to provide services purchased by the Client, or as required by law. Any information gathered from a Client is simply for our records and, if applicable, necessary to provide the services to the Client for which we have been contracted.
14. All Terms and Conditions are subject to change.

By signing this, I understand and agree with these terms:

Client's Signature _____

Please print name _____

Date _____

Parent or legal guardian (if participant is under age 18) _____



T3 Fitness LLC Policies & Waiver (page 3 of 3)

In consideration of participating in health or fitness activities, and for other good and valuable consideration, I hereby agree to release from liability arising from negligence T3 Fitness LLC and its owners, employees, volunteers, participants and all other persons acting for them, on behalf of myself and my children, parents, heirs, assigns, personal representative and estate and also agree as follows:

- 1. I acknowledge that health or fitness activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death and property damage. Risks include, but are not limited to musculoskeletal injuries, broken bones, overuse injuries caused by equipment that breaks or otherwise fails' death as a result of drowning or brain damage caused by near drowning' medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
- 2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releases. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
- 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releases from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releases or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume- and bear the costs of – all ricks that may be created, directly or indirectly, by any such condition.
- 5. In the event that I file a lawsuit, I agree to do so solely in the state where Releases' facility is located, and I further agree that the substantive law of that state shall apply.
- 6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Date _____

Parent or Guardian Additional Agreement (for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releases from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian Signature _____ Print Name _____ Date _____