



WAIVER & RELEASE AGREEMENT

It is critical that you read, understand and agree to all terms and conditions.

This Agreement is entered into between Just Gaines, LLC, (“Trainer”) and the undersigned (“Client”).

DESCRIPTION OF TRAINING SERVICES AND FACILITIES: Trainer provides personal training, group training, classes, programs, instruction, webinars and events, including but not limited to weightlifting, walking, jogging, running, aerobic activities, or any other sporting or recreational endeavor (“Training Services”). The Training Services are provided both online (“Online Services”) and in-person at certain facilities, which include sidewalks, parking lots, stairs, lobby, exercise equipment and other general areas (“Facilities”).

ASSUMPTION OF RISK: Because physical exercise can be strenuous and subject to risk of injury, including serious injury, Trainer urges you to obtain a physical examination from a doctor before engaging in the Training Services or using the Facilities. Likewise, dietary modifications including the use of food supplements, weight reduction and/or body building enhancement products (“Dietary Changes”) can cause a variety of changes and can create problems, including changes to your energy, stamina, appetite, and mood. Accordingly, Client acknowledges that Client has either had a physical examination and been given physician’s permission to participate, or if Client has chosen not to obtain a physician’s permission prior to engaging in the Training Services, using the Facilities or making Dietary Changes, Client acknowledges that Client is doing so at its own risk. Further, Client agrees that if Client engages in any physical exercise or activity, whether Online Services or at a Facility, Client does so **entirely at Client’s own risk**. Client agrees that Client is voluntarily participating in the Training Services, Online Services and use of the Facilities **and assumes all risks** of injury, illness, or death; including, but not limited to, injuries or damages arising out of the negligence of Trainer, whether active or passive, or any of Trainer’s affiliates, employees, agents, representatives, successors, and assigns.

USE OF FACILITIES: Trainer is not responsible for any loss of your personal property at the Facilities. Client understands that Trainer does not always provide supervision, instruction, or assistance for the use of the Facilities. Client agrees to comply with all rules imposed by the Facilities regarding the use of the Facilities. Client agrees to conduct Client’s self in a controlled and reasonable manner at all times, and to refrain from using the Facilities in a manner inconsistent with their intended design and purpose.

NO GUARANTEES OR WARRANTIES: Client acknowledges that No representations or claims are made as to the therapeutic nature or other benefits of any Training Services or as a result of any Dietary Changes. No Training Services or suggested Dietary Changes are intended to diagnose, treat, cure or prevent diseases, illnesses, imbalances or disorders. No results from the Training Services or suggested Dietary Changes are assured. Every Client is different and responds differently to the Training Services or suggested Dietary Changes.

RELEASE: Client agrees on behalf of itself (and Client personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Trainer (and Trainer’s affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of injuries or other damages which may occur as a result of Client’s use of the Training Services and Facilities, whether Client participates as Online Services or at the Facilities in any manner, including, but not limited to, (a) Client’s use of any Facilities which may malfunction or break, (b) improper maintenance of any Facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a Facility or while traveling to or from the Training Services or Facilities, including injuries resulting from Trainer’s or anyone else’s negligent inspection or maintenance of the Facility. This also includes any negligence associated with the presence of or transmission of any bacteria, viruses, or infectious diseases, including exposure to any CoronaVirus, including Covid 19. Client agrees to be financially responsible for any costs relating to medical care or treatment incurred as a result of any Training Services. Client is aware and understands that Client should carry Client’s own health insurance.

MODEL RELEASE: Client understands that Trainer may photograph/videotape Training Services and by signing below Client provides express written approval for the Trainer to use these images or video in any and all media for promotional purposes, with no financial or other remuneration due to Client, provided that Client will not be identified by full name or personal identifying information without written approval from the Client.

ACKNOWLEDGMENTS: Client expressly agrees that the foregoing release, waiver, and assumption of risk agreement is intended to be as broad and inclusive as permitted by the law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts. Client acknowledges that Client has carefully read this waiver and release and fully understands that it is a release of liability and express assumption of risk agreement. Client is aware and agrees that by executing this waiver and release, Client is giving up Client’s right to bring a legal action or assert a claim against Trainer for Trainer’s negligence, or for any defective product used while receiving Training Services from Trainer. Client has read and voluntarily signed this Agreement and further agrees that no oral representations, statements, or inducement apart from the foregoing Agreement have been made.

Date: _____ Print Name: _____ Sign Name: _____



Terms and Conditions

Payment Agreement/Refund Policy: All training classes and webinars offered by Just Gaines must be prepaid. Payments are made by electronic transfer funds on www.justgaines.com. All payments for virtual classes and webinars must be received at least **sixty (60) minutes prior to scheduled start time**. All classes and webinars are **non-refundable**.

Group Classes

Pay per class: I hereby agree to pay **\$10.00 per class** to participate in virtual group classes and/or webinars offered by Just Gaines, if I do not wish to purchase a monthly subscription. Per class payments must be received at least **sixty (60) minutes prior to the class beginning**. No late payments will be accepted. **Per class payments will only be valid 7 days from purchase date.**

Monthly Subscription Plans:

16 Live Virtual Group Classes	\$65/month	
12 Live Virtual Group Classes	\$55/month	
8 Live Virtual Group Classes	\$40/month	

Rules for all Classes and Webinars

- All waiver and release of liability and terms and conditions agreements must be read, signed and returned **before** participating in any classes or webinars.
- **You must sign-up AND register for Zoom meetings at least sixty (60) minutes prior to scheduled start time** for approval for participation/access to recorded videos. **Late registrations will not be accepted.**
- All classes are 30 minutes. Payment per class is per each adult attending the class.
- Unused classes and webinars in any particular month may not be carried over into any subsequent month(s).
- The Monthly Subscription Plan is paid in advance on the calendar date which the membership became activated.
- The Monthly Subscription Plan will be **automatically renewed on the same day of each month.**
- You may cancel your Monthly Subscription Plan prior to the next renewal date via www.justgaines.com or by sending a cancellation email to justgainesllc@gmail.com no less than **seven (7) days prior** to the next renewal date, but no refund will be given for prior months.
- **The Monthly Subscription Plan payments only entitles the Member to utilize the services during the one-month period subsequent to the respective payment.**
- Monthly Subscription Plan payments shall be made on a monthly basis, via automatic payment via Square on www.justgaines.com. In the event of a declined credit/debit card, the members account will be suspended, pending the member updating their payment information and the suspension shall continue until the Member's membership dues are paid in full.
- Class/Webinar schedules are subject to change.
- In the event, Just Gaines cancels a live virtual class/webinar, at its sole discretion, a recorded video will be posted to take its place and/or be rescheduled.

Zoom/Online Information:

- **Zoom:** All virtual classes/webinars offered by Just Gaines will be held using the app, Zoom. I agree upon entering prior to the time of any sessions offered by Just Gaines to ask any questions necessary that may affect my participation and to mute my screen upon scheduled start time, if I am unmuted. I acknowledge that I have the option to have a blank screen on Zoom, therefore the instructor cannot see me. I am responsible for my own safety. I acknowledge that the email I use to register for a class/webinar, must be the same email I use to participate on Zoom. Zoom registration information shall be given upon payment and registration to the email provided.
- All recorded exercise videos will be shared via Zoom Cloud links upon request. Just Gaines will provide access to these videos via the email provided, when they are available to view.
- **Prohibition Against Sharing:** I acknowledge that my purchase of any Services from Just Gaines is personal to me as the participant and that I agree not to share any Zoom Meeting ID's, passcodes, meeting/registration links, YouTube/Zoom Cloud videos or any other content provided by Just Gaines with any third party. I understand that if I breach this prohibition against sharing, Monthly Subscription Plan or any remaining classes/webinars in a Class Package may be terminated immediately and permanently with no refund and/or my per class payment will not be refunded, at the sole discretion of Just Gaines. I also acknowledge that I may no longer be able to participate in that class or any other classes offered by Just Gaines.

Late Policy for Classes/Webinars: Just Gaines offers a 10- minute grace period for all training classes/webinars. Classes/webinars that start late due to client's late arrival will still end from the original planned start time.

Limitations of Internet Access: Connections to the internet can be inherently unreliable. Consequently, we are not liable for any failure to participate in a virtual session that may occur due to a participant's device or internet connection failing after the participant has started a class/webinar.

I certify that I have reviewed all of the above terms of the Agreement, and by signing below, I hereby consent and agree to all of the above terms.

Date: _____ Print Name: _____ Sign Name: _____