

**Policies (please review and initial where marked)** This policies and procedure outline acts as an Agreement between Lisa Beaulieu and all other instructors or persons associated with Shas (hereafter referred to as "the Company") and the signee (hereafter referred to as "the Client"). By signing this policy and procedures agreement the Client acknowledges having read the Agreement in its entirety and accepts full responsibility for adhering to the terms and conditions as outlined. This document is binding and is subject to the laws of the governing Province of Ontario.

### **1. Rules and Regulations**

- i. The Company agrees to make available to the Client certain facilities as outlined at time of registration. If a location change is required due to circumstances within or outside of the Company's control the Company will notify the Client within 24 hours with a schedule and/or location change.
- ii. The Client agrees to abide by all rules and regulations of the Company
- iii. The Client agrees to use the facilities provided by the Company exclusively for purposes related to the Company's training program(s). The Client will not conduct him/herself in any way which presents a danger to or creates a nuisance for the management , or any other persons using the facilities or services of the Company.
- iv. The Company reserves the right to amend or add to these rules and regulations and to adopt new rules as it may deem necessary.
- v. Proper attire must be worn during work out sessions. Bare feet, sleeveless t-shirts, t-shirts, tank tops, leotards, unitards, leggings and tracksuits can all be considered appropriate attire. Outerwear (sweaters, coats, etc ) can be worn at the Client's discretion.
- vi. The Client agrees to submit to and complete an exercise history form, which offers the Company a comprehensive evaluation of the current and past fitness level of the Client.

### **2. Missed Class/Cancellation Policy**

- i. Shas requires a minimum of 24 hours notice of cancellation otherwise the Client will be required to pay the full cost of the session
- ii. Notice of cancellation can be made via email or phone, if via email it must receive a confirmation of receipt by Shas which will be done either via phone or email to be valid
- iii. Missed classes do not have any monetary value and will not be refunded.
- iv. If you are going to miss a class please inform your instructor ahead of time so that we may accommodate other students in your absence.
- v. In the case of medical emergency, the missed class may be banked at the discretion of Shas.
- vi. The Client acknowledges that classes run regardless of weather

conditions. If the Client chooses to miss a class due to inclement weather, the Client will be required to pay the cost of the session

vii. If Registration for a class happens within the 24 hours preceding the class, the 24 hour cancellation policy still applies

\_\_\_\_\_(initial)

### **3. Registration**

i. All classes require prior Registration via phone or email or directly through the web via the student login area

iii. (Personal Training Only) 24 Hours notification is required for cancellation. Package sessions must be used within 12 months of purchase.

iv. **NO REFUNDS**\_\_\_\_(initial). The Client acknowledges that there are no refunds on deposits or full payment as spots and appointments are held based on payment and operate on a first come first served basis.

v. All Classes will be cancelled on statutory holidays.

### **4. Indemnity**

i. The Client expressly acknowledges that he/she will be engaging in physical exercise and activities while attending the Company's program. The Client hereby states that he/she is and will voluntarily be participating in these physical exercise and activities and the Client hereby assumes all risks of injury which might result from these physical exercises and activities. The Client hereby waives and releases and all claims the he/she now has or may have against the Company, its employees or agents for injury sustained by the Client as a result of these physical exercise and activities. The Client hereby acknowledges that he/she has carefully read this waiver and release and fully understands that it is a release of liability of the Company and agrees that such a waiver and release is reasonable and proper based on the nature of the Company's business. In the event of an injury, the Client must immediately notify the Company and provide full written particulars of the injury and the accident upon being requested to do so. The Client hereby release and hold harmless Lisa Beaulieu/Shas, their agents, officers and employees and any affiliated companies from any liability with respect to injury to the Client or his/her property , arising out of or connected with the physical exercises and activities. It is stated and agreed that this term shall apply for all facilities by and for Lisa Beaulieu/Shas related fitness activities and applies to in home personal training as well.

ii. The Client hereby waives and releases the Company from any claims that he/she may have against the Company with respect to any loss or theft of personal property occurring during a training session or class.

iii. The client hereby warrants and represents that he/she is in good physical condition and that he or she has no liability, impairment preventing him/her from engaging in active or passive exercise that will be detrimental or injurious to his/her health, safety, comfort and physical

condition or that of others. The Client hereby represents that he/she will not use any of the Company's facilities or services while having any open cuts, abrasions, open sores, infections, illnesses or any other physical impairments that could be aggravated by use of the facilities, or engaging in the fitness program. The management of the Company's facilities or services shall have the right to make a final binding determination in this regard.

iv. This Agreement constitutes the entire Agreements between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, understandings, negotiations and discussions whether oral or written, of the parties and there are no warranties, representations or other Agreements between the parties in connection with its subject matter executed in writing by all of the parties.

v. This Agreement shall ensure to the benefit of and be binding upon each party and its heirs, executors, administrators, and permitted successors and assigns.

#### **5. Limitations of Agreement**

i. If any provisions of this Agreement are determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall be associated only to such provisions and everything else in the Agreement shall continue in full force and effect.

ii. This Agreement represents the complete Agreement between the Company and the Client. No representations written or, other than those contained within this Agreement are authorized by, or are binding upon the Company.

iii. The Client acknowledges and agrees that a service charge of \$25.00 shall be paid to the Company in the event of either a returned payment (charge card or chequing) or a missed payment or change in status of the Client. The Client will also be liable for all costs incurred by the Company in collection of past obligations to the Company, including court costs and reasonable solicitors fees.

iv. This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario and shall be treated in all respects as an Ontario contract.

**Terms and Conditions** By tendering this application the person whose signature appears below, agrees to abide by all the Rules and Regulations of Yoga/Pilates and Fitness with Lisa Beaulieu/Shas and all other instructors or persons associated with Shas now in effect or to become effective at a future date.

- Proper attire and footwear must be worn at all times.
- You must inform your instructor/trainer of any medical/health conditions current, past or daily changes to enable them to identify any contraindications to exercises.

- Shas requires a minimum of 24 hours notice for cancellation or you will be required to pay the fees agreed upon.

Please Sign: \_\_\_\_\_

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