

# ALPHA OMEGA SPORTS PERFORMANCE, INC.

490 East Heinberg Street ♦ Pensacola, FL 32502

## Adult Functional Training Service Agreement

Date of Agreement \_\_\_\_\_ Consultant \_\_\_\_\_

### SELLER:

Alpha Omega Sports Performance  
490 E. Heinberg Street  
Pensacola, FL 32502

### BUYER:

NAME \_\_\_\_\_

RESIDENCE ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

HOME PHONE NUMBER \_\_\_\_\_ CELL PHONE NUMBER \_\_\_\_\_

PLACE OF EMPLOYMENT \_\_\_\_\_ WORK PHONE NUMBER \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

### EMERGENCY CONTACT:

NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

FUNCTIONAL TRAINING INVESTMENT	
CROSSFIT	YOUTH TRAINING
<input type="checkbox"/> Foundations \$ _____	<input type="checkbox"/> Unlimited \$ _____ /mo
<input type="checkbox"/> Test Out \$ _____	
<input type="checkbox"/> 2 x week \$ _____ /mo	<b>TRAINING</b>
<input type="checkbox"/> 3 x week \$ _____ /mo	Individual <input type="checkbox"/> Group <input type="checkbox"/>
<input type="checkbox"/> Unlimited \$ _____ /mo	Sessions per Month _____
	Cost per Session \$ _____
<input type="checkbox"/> Open Training \$ _____ /mo	Total Sessions _____
Discount Reason: _____	
SUMMARY	
Monthly Payment	\$ _____
<b>TOTAL MONTHLY PAYMENTS</b>	
1st Draft Due _____	

**CANCELLATION and REFUND:** You (the Buyer) have three business days to cancel this Contract. To cancel, mail or hand deliver a letter to the Seller's address provided herein. Do not sign this Contract if there are any blank spaces. It is recommended that you send your cancellation notice by registered or certified mail or statutory overnight delivery, return receipt requested, in order to prove that you did cancel. If you do hand deliver your cancellation, be sure to get a signed statement from an official of the Training Facility acknowledging your cancellation. To be effective under this section, your cancellation must be postmarked by midnight, or hand delivered by midnight on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and must include all contract forms, membership cards, and any and all other documents and evidence of membership previously delivered to you. **(This paragraph continued on reverse side of agreement.)**

**EFT/DIRECT PAY AUTHORIZATION:** By my signature below, I hereby authorize my financial institution/credit card company to make my monthly payments plus applicable sales tax and any late charges due hereunder directly to Seller and to debit my account/credit card for each such payment.

CREDIT CARD # _____	CVC (3 digits on the back): _____
Expiration Date _____	This is a Debit Card <input type="checkbox"/> Yes <input type="checkbox"/> No
Name as it appears on card: _____	
Card billing address: _____	
<b>OR</b>	
Type of Account: <input type="checkbox"/> Checking (Attach voided check) <input type="checkbox"/> Savings	
Bank Name: _____	
Routing # _____	Acct # _____

NOTICE TO THE BUYER: DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF THE PAPER YOU SIGN. YOU HAVE THE RIGHT TO PAY IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE TIME PRICE DIFFERENTIAL, IF ANY. I CERTIFY THAT I HAVE RECEIVED A COPY OF AND HAVE FULLY READ THIS CONTRACT (INCLUDING THE ADDITIONAL TERMS & CONDITIONS AND FUNCTIONAL TRAINING POLICIES ON THE REVERSE SIDE HEREOF) PRIOR TO SIGNING IT.

\_\_\_\_\_(L.S.) DATE: \_\_\_\_\_ (L.S.) DATE: \_\_\_\_\_  
Buyer Signature Witness Signature

**TERMS & CONDITIONS**

**A. PROMISE TO PAY:** You promise to pay Us or to Our Order, your Price Reservation/ Enrollment Fee and the Total of Payments according to the payment schedule shown above. Your payments will be made to Us by automatic electronic funds transfer from a bank account or credit card account designated by you at the address shown above unless we notify you in writing of a different address. If any scheduled payment is not received on or before the due date, due to no fault of Seller, there will be a late charge of the greater of \$5.00 or five percent of the payment which shall be immediately due and payable. In addition, if a check, draft, or order for the payment of money on any bank or other depository submitted by you as payment is not honored for **ANY** reason, then you shall pay a fee to us equal to the greater of (i) \$25.00, or (ii) the greatest amount allowed by law.

**B. AUTOMATIC RENEWAL:** Following the initial term, your functional training agreement will automatically continue on a month-to-month basis until a 30-day advance written notice is given by either party. Buyer's notice must be sent to Alpha Omega Sports Performance, Inc. at the address herein. All payments must be current to terminate the membership agreement, and Buyer owes all monthly payments until proper cancellation procedures have been followed.

**C. CANCELLATION and REFUND continued from Front page:** Under this provision, a full refund will be issued, except that we may retain an amount computed by dividing the number of occasions the services described herein are to be rendered into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract or, if appropriate, by the number of occasions that services have been rendered. A refund shall be issued within 30 days after receipt of the notice of cancellation made within the 3-day provision.

**D. EARLY CANCELLATION POLICY:** In the event that the member is not happy with the services provided under this Functional Training agreement, said member has the right to cancel the agreement by providing a 30-day written notice at any time AFTER the initial 90 days under this agreement. In order to cancel under this provision, the cancellation request must be in writing, acknowledged in writing by the Facility Manager, and all payments must be current.

BUYER'S INITIALS \_\_\_\_\_

**E. ALPHA OMEGA SPORT PERFORMANCE PRIVACY POLICY:** Alpha Omega Sports Performance, Inc. does not collect any non-public personal information about you, our customer, beyond that which you provide to us on the contract at the time of enrollment. We take your privacy concerns seriously and protect your non-public personal information through the use of procedural, physical, and electronic safeguards. Access to your non-public personal information is limited to those employees who need to know that information in order to provide products or services to you.

**F. LIABILITY WAIVER & INDEMNITY:** It is expressly agreed that all use of the fitness facilities and equipment of the Facility, including any course instructions or fitness programs provided by the Facility, shall be undertaken by Member or any permitted guests, at his or her own risk, and that Seller and its officers, agents, employees and contractors shall not be liable for any injuries or damage to Buyer or any permitted guests or to the property of Buyer or any such persons, or be subject to any claim, demand, injury, damages, or loss whatsoever and howsoever caused, including, but not limited to, those damages resulting from acts of active or passive negligence on the part of the Seller, its successors or assigns or its officers and agents, or the conduct or actions of any other members of the Facility. I hereby agree to indemnify and hold harmless Seller, its officers, agents, employees and contractors, from and against any such injury to person or damage to property, howsoever caused. Without limiting the generality of the foregoing, I agree that Seller shall not be liable for loss or damage to any personal property of mine or any permitted guests caused by theft, fire or other casualty. The Seller shall not be responsible or liable for loss or damage to any other property of Buyer or his guests, including their automobiles and contents thereof. It is also agreed that any damages to the Facility facilities or property, or to the property of any Buyer by another Buyer or his guest, is the sole responsibility of the offending Buyer. Buyer agrees that he is responsible for any damages caused by Buyer or his guest to the facilities and equipment, and for any personal injury or property damage caused by Buyer to any other Buyer, guest or to the property of either. Buyer further agrees to indemnify the Seller for any loss caused by Buyer for which the Seller is accused or held liable, including reasonable attorney's fees.

**FUNCTIONAL TRAINING POLICIES**

A. This agreement is expressly executed between Alpha Omega Sports Performance, Inc. and the functional training client.

B. All appointments for Functional Training Sessions that are not cancelled at least 24 hours in advance of the appointment time WILL BE BILLED for the session.

C. All sessions must be used within the agreement time frame, and any session not used within time frame will be forfeited. Any exception to the time frame must be approved by the Facility Manager in writing; all determinations by the Manager are binding and final.

D. Functional Training Clients are not guaranteed a specific trainer for the duration of their sessions. Alpha Omega Sports Performance, Inc. reserves the right to substitute trainers/coaches at its sole discretion.

E. Alpha Omega Sports Performance, Inc. reserves the right to alter the designated time frames for functional training sessions. All efforts within reason will be made by the company to accommodate the client. However, when all reasonable efforts fail, the Facility Manager's decision is binding and final.

F. **GROUP TRAINING PROGRAM:** Under the Group Training Program, sessions are purchased to include training for two or more individuals scheduled at the same time with the same trainer. Any session used by one or more of the clients will be considered completed by all clients.

BUYER'S INITIALS \_\_\_\_\_