

Wicked Pilates & Fitness Terms and Conditions

Member Information	
Date	
Name	
Address	
Phone Number	
E-mail Address	
How did you find out about us?	

1. By using the site and purchasing any related Service, you consent to receiving this Agreement in electronic form. To withdraw this consent, you must cease using the Site and any related Service immediately. YOU MUST MAKE CONTACT AT CHRISTINA@WICKEDPILATES.COM WITH ANY QUESTIONS RELATING TO THIS AGREEMENT. By purchasing any Service by Wicked Pilates & Fitness, you certify that you agree to this Agreement.

Memberships

You understand that you must use the online scheduler or call the studio to attend a class. Membership does not guarantee you a spot in class. 12 hours early cancellation of classes is required or a fee will be charged to your credit card on file as follows:

1. For Group Classes, you are allowed 3 Late Cancels per month with no charge. Each additional late cancel carries a \$10 charge. Late Cancel means cancelling less than 12 hours before the beginning of class.
2. For Group Classes, each No Show carries a \$15 charge. No Show means reserving a spot in class, not cancelling your reservation, and not showing up for the class (or showing up too late to enter the class safely - 10 minutes after the start time of the class).
3. For Pilates Reformer Classes, you are allowed 1 late cancel per month with no charge. Each additional late cancel carries a \$12 charge. Late Cancel means cancelling less than 12 hours before the beginning of class.
4. For Pilates Reformer Classes, each no show carries a \$25 charge. No Show means reserving a spot in class, not cancelling your reservation, and not showing up for the class.

Unlimited or Group memberships must be billed for a 6 month period or a \$200 cancellation fee will apply. Memberships bill monthly from the date of this contract.

By signing this contract, you are allowing Wicked Pilates & Fitness to bill your credit card for monthly access to our studio. Cancellation must be made in writing 14 days prior to your billing day or your membership will be billed for the entire month. Memberships are non-transferable and any unused months are not refundable.

Initials

Punch Cards

You understand that you must use the online scheduler or call the studio to attend a class. A punch card does not guarantee you a spot in class. Any classes you schedule and do not attend are considered a No Show and will be deducted from your punch card. 12 hours early cancellation of classes is required or 1 class will be deducted from your punch card.

Punch cards are non-transferable, nonrefundable, and expire 4 months from purchase.

By signing this contract you are allowing Wicked Pilates to bill your credit card for a one-time fee. Your card will remain on the file but will not be charged unless you choose to purchase another punch card or upgrade to an unlimited membership. If paying by cash, you understand that another punch card will need to be purchased before you can continue to attend classes.

Initials

Membership privileges may be suspended for breach of rules and regulations, undesirable behavior (see our "How to be Awesome in Class placards), or violation of any of the terms and conditions of this agreement. The failure to enforce any portion of this agreement shall not affect the enforceability of that or any other provisions of this agreement.

Wicked Pilates & Fitness reserves the right to change facilities, fees, rates, hours, schedules, instructors, rules, regulations and policies.

Wicked Pilates & Fitness reserves the right to close the facility for repair and renovation for not more than 7 consecutive days or not more than 2 periods of 7 consecutive days in any 6 consecutive month timeframe. Any closures within these parameters will not justify any refund of membership fees. The business location of the studio shall not be deemed out of business when temporarily closed for repair and renovation of the premises.

If any amounts do not agree with your records, please notify us immediately at (951) 279-8510. Any discrepancies discovered after payment of a month's dues will be adjusted on the next scheduled draft date.

Waiver/Release/Assumption of risk form.

2. Definitions.

“Agreement” refers to these Waiver/Release/Assumption of risk terms;

“Wicked Pilates” refers to our company, Wicked Pilates & Fitness ; our Site; our Service; or any combination thereof;

“Service” refers to all the services and products that we provide, including our Site;

“Site” refers to our website, www.wickedpilates.com;

“User” refers to anyone who uses our Service, including general visitors to our Site;

“You” refers to you, the person who is entering into this Agreement with Wicked Pilates.

3. Wicked Pilates and www.wickedpilates.com provide exercise services and products. Subject to this agreement, anyone is eligible to use this Site, but must be over 18 and agree to these terms to participate in any service or product. By purchasing a Service sold by Wicked Pilates, you electronically agree to these terms.

4. Eligibility. In order to use our Service, you must meet a number of conditions, including but not limited to, being less than 18 years of age and providing us with personal information, payment information, and other information that we deem necessary to provide you with our Service.

5. Professional Advice and Medical Disclaimer. Wicked Pilates and all subsequent services and products are not medical advice and are not to replace the advice of health care professionals. YOU SHOULD ALWAYS CONSULT YOUR PHYSICIAN OR OTHER HEALTH CARE PROFESSIONAL BEFORE STARTING THIS OR ANY OTHER EXERCISE OR NUTRITION PROGRAM TO DETERMINE IF IT IS RIGHT FOR YOUR NEEDS. THIS IS PARTICULARLY TRUE IF YOU (OR YOUR FAMILY) HAVE A HISTORY OF HIGH BLOOD PRESSURE OR HEART DISEASE, OR IF YOU HAVE EVER EXPERIENCED CHEST PAIN WHEN EXERCISING, SMOKE, HAVE HIGH CHOLESTEROL, OR HAVE A BONE OR JOINT PROBLEM THAT COULD BE MADE WORSE BY A CHANGE IN PHYSICAL ACTIVITY OR DIETARY CHANGES. DO NOT PURCHASE ANY SERVICE OR PRODUCT PROVIDED BY WICKED PILATES OR WICKEDPILATES.COM IF YOUR PHYSICIAN OR HEALTH CARE PROVIDER ADVISES AGAINST IT. IF YOU EXPERIENCE FAINTNESS, DIZZINESS, PAIN OR SHORTNESS OF BREATH AT ANY TIME WHILE EXERCISING, YOU SHOULD STOP IMMEDIATELY.

THE SERVICES OFFERED BY WICKED PILATES AND THIS SITE IS FITNESS INFORMATION AND IS DESIGNED FOR INFORMATIONAL PURPOSES ONLY. NOTHING STATED OR POSTED ON THIS SITE OR AVAILABLE THROUGH ANY SERVICE OR PRODUCT IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL, PROFESSIONAL OR COUNSELING CARE. FOR PURPOSES OF THIS AGREEMENT, THE PRACTICE OF MEDICINE AND COUNSELING INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH OR NUTRITION CARE, TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS OR ADVICE. YOU SHOULD NOT RELY ON ANY INFORMATION ON THIS SITE OR ANY RELATED SERVICE AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT A PHYSICIAN OR OTHER HEALTH-CARE PROFESSIONAL. DO NOT EVER DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTH-CARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE SERVICE. THE USE OF ANY INFORMATION PROVIDED ON THE SERVICE IS SOLELY AT YOUR OWN RISK.

6. Waiver/Release/Assumption of Risk Terms. By participating in or purchasing a Service, you have volunteered to participate in an exercise program, provided to you by Wicked Pilates. You understand this participation may include, but may not be limited to, resistance training and aerobic or cardiovascular exercise. In consideration of Wicked Pilates' agreement to instruct and train you, you do here now and forever release and discharge and hereby hold harmless Wicked Pilates and its respective agents, heirs, assigns, contractors, and employees from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with your participation in this or any exercise program, including any injuries resulting therefrom.

THIS WAIVER AND RELEASE OF LIABILITY INCLUDES, WITHOUT LIMITATION, INJURIES WHICH MAY OCCUR AS A RESULT OF (1) EQUIPMENT BELONGING TO TRAINER OR TO YOURSELF THAT MAY MALFUNCTION OR BREAK; (2) ANY SLIP, FALL, DROPPING OF EQUIPMENT; (3) AND/OR NEGLIGENT INSTRUCTION OR SUPERVISION.

By purchasing any Service provided by Wicked Pilates, you agree that you have been informed of, understand and are aware that any exercise program, whether or not requiring the use of exercise equipment, is a potentially hazardous activity. You also have been informed of, understand and are aware that any exercise activities involve a risk of injury, as well as abnormal changes in blood pressure, fainting, and a remote risk of heart attack, stroke, other serious disability or death, and that you are voluntarily participating in these activities and using equipment and machinery with full knowledge, understanding and appreciation of the dangers involved. You hereby agree to expressly assume and accept any and all risks of injury, regardless of severity, or death.

By purchasing any Service provided by Wicked Pilates, you signify that you have been advised that an examination by a physician should be obtained by anyone prior to commencing an exercise program, or initiating a substantial change in dietary guidelines or the amount of regular physical activity performed. If you have chosen not to obtain a physicians consent prior to beginning a Service with Wicked Pilates, you hereby agree that you are doing so solely at your own risk. If you do not agree, you must contact christina@wickedpilates.com immediately and stop following any Service provided by Wicked Pilates. In any event, by purchasing a Service, you acknowledge and agree that you assume the risks associated with any and all exercise activities and/or exercises in which you participate. You acknowledge that Wicked Pilates and all subsequent products are NOT medical advice and are NOT to replace the advice of health care professionals.

WAIVER & RELEASE OF LIABILITY -- YOU ACKNOWLEDGE THAT YOU HAVE THOROUGHLY READ THIS PAGE IN ITS ENTIRETY AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT TO WHICH YOU WILL BE BOUND, AND UNDER WHICH WILL BE WAIVING IMPORTANT LEGAL RIGHTS. YOU ARE AWARE AND AGREE THAT BY PURCHASING ANY SERVICE PROVIDED BY WICKED PILATES, YOU ARE GIVING UP YOUR RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST WICKED PILATES FOR ITS NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT. YOU HAVE READ AND VOLUNTARILY PURCHASED A SERVICE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAS BEEN MADE. YOU AGREE, FOR YOURSELF, YOUR SPOUSE, CHILDREN, SUCCESSORS, HEIRS AND ASSIGNS, AND YOUR EMPLOYEES, AGENTS, OR CONTRACTORS, THAT THE ABOVE REPRESENTATIONS ARE CONTRACTUALLY BINDING, AND ARE NOT MERE RECITALS, AND THAT SHOULD YOU OR YOUR SUCCESSORS ASSERT ANY CLAIM IN CONTRAVENTION OF THIS AGREEMENT, THE ASSERTING PARTY SHALL BE LIABLE FOR THE EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES) INCURRED BY THE OTHER PARTY OR PARTIES IN DEFENDING AGAINST ANY SUCH ACTION. DO NOT SIGN WITHOUT READING.

This form is an important legal document that explains the risks you are assuming by beginning a wellness and exercise program. It is critical that you have read and understand this document completely. If you do not understand any part of this document, it is your ultimate responsibility to ask for clarification prior to signing it.

7. Representations & Warranties. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE MERCHANTABILITY OF OUR SERVICE OR FITNESS FOR ANY PARTICULAR PURPOSE. WE MAKE NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO THE ACCURACY OF THIS SITE, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE. IN THAT REGARD, DEVELOPMENTS IN MEDICAL RESEARCH MAY IMPACT GENERAL HEALTH, FITNESS AND ADVICE. NO ASSURANCE CAN BE GIVEN THAT THE INFORMATION CONTAINED ON THIS SITE WILL ALWAYS INCLUDE THE MOST RECENT DEVELOPMENTS WITH RESPECT TO THE PARTICULAR MATERIAL. YOU AGREE THAT YOU ARE RELEASING US FROM ANY LIABILITY THAT WE MAY OTHERWISE HAVE TO YOU IN RELATION TO OR ARISING FROM THIS AGREEMENT OR OUR SERVICES, FOR REASONS INCLUDING, BUT NOT LIMITED TO, FAILURE OF OUR SERVICE, NEGLIGENCE, OR ANY OTHER TORT. TO THE EXTENT THAT APPLICABLE LAW RESTRICTS THIS RELEASE OF LIABILITY, YOU AGREE THAT WE ARE ONLY LIABLE TO YOU FOR THE MINIMUM AMOUNT OF DAMAGES THAT THE LAW RESTRICTS OUR LIABILITY TO, IF SUCH A MINIMUM EXISTS.

YOU AGREE THAT WE ARE NOT RESPONSIBLE IN ANY WAY FOR DAMAGES CAUSED BY THIRD PARTIES WHO MAY USE OUR SERVICES, INCLUDING BUT NOT LIMITED TO PEOPLE WHO COMMIT INTELLECTUAL PROPERTY INFRINGEMENT, DEFAMATION, TORTIOUS INTERFERENCE WITH ECONOMIC RELATIONS, OR ANY OTHER ACTIONABLE CONDUCT TOWARDS YOU.

YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY FAILURE ON THE PART OF A PAYMENT PROCESSOR, INCLUDING PAYPAL OR THE CREDIT CARD COMPANY OR BANK THAT YOU USE TO FUND PAYPAL, TO DIRECT PAYMENTS TO THE CORRECT DESTINATION, OR ANY ACTIONS ON THEIR PART IN PLACING A HOLD ON YOUR FUNDS.

YOU AGREE THAT WE ARE NOT LIABLE FOR ANY FAILURE OF THE GOODS OR SERVICES OF OUR COMPANY OR A THIRD PARTY, INCLUDING ANY FAILURES OR DISRUPTIONS, UNTIMELY DELIVERY, SCHEDULED OR UNSCHEDULED, INTENTIONAL OR UNINTENTIONAL, ON OUR WEBSITE WHICH PREVENT ACCESS TO OUR WEBSITE TEMPORARILY OR PERMANENTLY.

THE PROVISION OF OUR SERVICE TO YOU IS CONTINGENT ON YOUR AGREEMENT WITH THIS AND ALL OTHER SECTIONS OF THIS AGREEMENT. NOTHING IN THE PROVISIONS OF THIS "REPRESENTATIONS & WARRANTIES" SECTION SHALL BE CONSTRUED TO LIMIT THE GENERALITY OF THE FIRST PARAGRAPH OF THIS SECTION.

For Jurisdictions that do not allow us to limit our liability: Notwithstanding any provision of these Terms, if your jurisdiction has provisions specific to waiver or liability that conflict with the above then our liability is limited to the smallest extent possible by law. Specifically, in those jurisdictions not allowed, we do not disclaim liability for: (a) death or personal injury caused by its negligence or that of any of its officers, employees or agents; or (b) fraudulent misrepresentation; or (c) any liability which it is not lawful to exclude either now or in the future.

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE THEN THE FOLLOWING APPLIES. CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED RELEASE.

Print Name: _____

Signature: _____