

BACK IN FORM INC.

ONLINE FITNESS CLASS AGREEMENT & LIABILITY WAIVER

Agreement Date:

Participant Name:

Date of Birth:

Address:

Caregiver / Legal Representative (if applicable):

1. PROGRAM DESCRIPTION

Back In Form Inc. provides live, online fitness classes designed primarily for adults 60 years of age and older, including individuals who are partially ambulatory and may use a chair, walking aid, or caregiver assistance. The program includes three weekly 30-minute sessions, one bi-weekly Q&A coaching session, and access to a video library via the website. Classes are delivered via platforms such as Zoom or Google Meet.

2. PARTICIPATION REQUIREMENTS

The Participant acknowledges they have sufficient space, required equipment (list provided), and stable internet access to participate safely. The Participant will follow all instructions and stop exercise if pain, dizziness, shortness of breath, or discomfort occurs.

3. FEES AND PAYMENT

Fees are due in advance. Pricing is \$200.00 per month. Missed classes are non-refundable but may be viewed later in the video library with an active membership. Payments are accepted via recurring credit card payments (Visa/MasterCard) or Zelle bank transfers.

4. TERM AND TERMINATION

This Agreement begins on the signing date and continues until terminated. Either party may terminate with 14 days written notice. Membership continues until the end of the current payment period. Back In Form Inc. may terminate participation for non-payment or unsafe behavior.

5. ASSUMPTION OF RISK

The Participant understands that exercise involves inherent risks including muscle strain, falls, cardiovascular events, aggravation of pre-existing conditions, and death. The Participant voluntarily assumes all such risks.

6. WAIVER AND RELEASE OF LIABILITY

To the fullest extent permitted by law, the Participant releases and holds harmless Back In Form Inc., its owners, instructors, employees, and affiliates from any claims arising from participation in the online fitness program.

7. MEDICAL DISCLAIMER & CLEARANCE

The Participant affirms they are physically capable of light to moderate exercise and have consulted a physician if recommended. Back In Form Inc. does not provide medical advice.

8. CAREGIVER CONSENT

If caregiver assistance is required, the caregiver confirms they have legal authority to consent and accept responsibility for supervision during sessions.

9. TECHNOLOGY DISCLAIMER

Back In Form Inc. is not responsible for internet interruptions, platform outages, or device malfunctions affecting online participation.

10. INTELLECTUAL PROPERTY

All class materials, routines, and videos are the property of Back In Form Inc. and may not be recorded or distributed without permission.

11. PRIVACY

Participant information will be kept confidential. Sessions may include other visible participants. Recording is prohibited without consent.

12. GOVERNING LAW

This Agreement is governed by the laws of the State of California and applicable federal law.

13. SEVERABILITY

If any part of this Agreement is found unenforceable, the remaining provisions remain valid.

14. ENTIRE AGREEMENT

This document represents the entire agreement between the parties.

SIGNATURES

Participant Signature:

Date:

Caregiver Signature (if applicable):

Date:

Back In Form Inc. Authorized Signature:

Date: