

# LIABILITY WAIVER

## COTIEGUZMANFITNESS

Please carefully read the liability waiver as it will pertain to your participation in the services provided by Cotie Guzman Fitness

As a client of Cotie Guzman Fitness, I acknowledge that there are risks associated with services provided by Cotie Guzman Fitness included, but not limited to, death or severe injury. I confirm to have no serious physical limitation or injury that would present any risk or further injury to myself or to Cotie Guzman Fitness and the services provided by Cotie Guzman Fitness.

I agree to assume all responsibility for injuries, damages or losses of any kind that I may sustain during my time utilizing the services provided by Cotie Guzman Fitness. I agree to release Cotie Guzman Fitness and any person(s) associated with Cotie Guzman Fitness from any liability claim, damages and/or losses that may arise while participating with the services provided by Cotie Guzman Fitness.

I understand that it is my full responsibility to disclose any all-health concerns, medications, injuries that are present, or may arise in the future. I acknowledge that failure to communicate any health concerns, medications or injuries may directly impact Cotie Guzman Fitness ability to perform and execute their services in a safe and effective manner.

I acknowledge and understand that Cotie Guzman Fitness will use touch manipulation in order to enhance and education clients on proper execution of movements provided by members and staff associated with Cotie Guzman Fitness.

I hereby accept my voluntary participation to the services provided by Cotie Guzman Fitness. I understand that I will be participating in activities where I can expect an increase in heart rate, increases in respiration, increases in perspiration, increases in blood pressure and general discomfort and soreness. I understand that the services provided by Cotie Guzman Fitness does not guarantee results whatsoever.

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I acknowledge that I have read and understood the Liability Waiver and its intentions to release Cotie Guzman Fitness of any and all liability from damages or losses. I, the client, assume full responsibilities for all actions taken during my time with Cotie Guzman Fitness.

Date:

Client (First Name, Last Name):

Trainer (First Name, Last Name):

# TRAINING POLICIES & BILLING AGREEMENTS

## COTIEGUZMANFITNESS

All clients participating in the services provided by Cotie Guzman Fitness are subject to the terms and conditions of the Training Policies & Billing Agreements. By continuing with the services provided by Cotie Guzman Fitness you are agreeing to the terms and conditions of the Training Policies and Billing Agreements. Please read carefully and sign upon completion.

### **1. Cancellation and Late Fees**

- a. It is the responsibility of the client to provide a minimum of 24-hours notice to Cotie Guzman Fitness if they are unable to attend any pre-existing appointment that they have scheduled. Failure to provide the necessary notice the client understand that they are subject to forfeit their session in full without reimbursement for the session.
- b. The client agrees to attend all scheduled appointments on time. Lateness to attend a scheduled session is defined by failure to arrive to any scheduled appointment within 15-minute of the start time. Cotie Guzman Fitness will consider exceeding 15-minutes of lateness as a no-show whereby the client will forfeit their session in full without reimbursement.
  - i. It is not the responsibility of Cotie Guzman Fitness to exceed the allotted time to make up for any lost time due any lateness.
- c. The client understands that all sessions are 55-minutes in length to ensure adequate time to transition from one appointment to the next.
- d. Any client participating in the Unlimited package for in-person training understands they will be subject to the same penalties set for by the Cancellations and Late Fees in Cotie Guzman Fitness' Training Policies & Billing Agreements.
  - i. Penalties incurred for cancellation and late fees for unlimited clients will appear as an additional \$15.00 charge, per forfeited session and will be added onto the next billing cycle.
- e. Late charges are not subject to discount in any form. All emergency cancellations will be evaluated on a case-by-case situation by Cotie Guzman Fitness.

## **2. Client Termination**

- a. The client understand that Cotie Guzman Fitness has the right to terminate any new or on-going client relationship for any reason. Cotie Guzman Fitness will examine each termination case-by-case where the client will be informed of the decision with an explanation.
  - i. The client agrees that if Cotie Guzman Fitness commits to pursues termination that they will not defame Cotie Guzman Fitness, their management or staff in any way.

## **3. Billing Agreements**

- a. All billing services by Cotie Guzman Fitness will be paid in full before receiving any services. There will be no partial payments.
- b. The client understand that all billing will be processed on a recurring, month-to-month, schedule unless otherwise agreed upon via contract. The date of the recurring monthly payments will be discussed prior to starting any sessions with a trainer. All payments will be processed at the same time every month.
  - i. Monthly payments may be subject to change if the client is unable to attend any sessions for reasons such as sickness, vacation, or time off. In this case, the invoice date will be modified to accommodate the time away.
  - ii. All changes will require a minimum of 48-hours notice or will be subject to rejection and normal month-to-month billing will resume as previously agreed on.
- c. The client must provide a valid form of payment via credit card, e-transfer or cash to process all payments.
- d. The client understand that they are subject to late fees if there is failure to produce payment within 7-day of when the invoice has been issued. Once 7-days have passed without payment the client understands that they will be subject to a late charge of \$10.00 per day henceforth that will be added onto the next billing cycle.
  - i. Late charges will stop after 30-days of accumulated late charges and Cotie Guzman Fitness will terminate services to said client.
- e. The client understand that any unpaid, outstanding invoices are subject to be sold to collections service at the end of the business tax year. Cotie Guzman Fitness will no longer be responsible or liable for the outstanding balances after they have become the responsibility of the chosen collection's agency.

## **4. Online Participation**

- a. The client understands that it is their responsibility to adhere to the instructions given to them. If the client is lacking understanding about anything pertaining to their role as a client it is their responsibility to communicate to Cotie Guzman Fitness to gain knowledge and a better understanding to clarify any questions they may have.

- b. It is the client's obligation to communicate any and all forms of exercise equipment they have access to. This extends, and includes, access to a fitness facility. The knowledge allows for Cotie Guzman Fitness to have a better understanding of accessibility to equipment and will affect programming for the client.
- c. The client understands that programming will be delivered on a minimum of a weekly basis. It is expected that the entirety of the programming will be completed by end of week (Sunday). If the client is not able to complete the programming that has been assigned to them it is their responsibility to communicate to Cotie Guzman Fitness to better have their programming created, delivered and communicated more effectively moving forward.

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I, the client, have read over Cotie Guzman Fitness Training Policies & Billing Agreements and understand the intent and agree to the terms set forth. These terms are subject to change at any time but will always be communicated in advance.

Date:

Client (First Name, Last Name):

Trainer (First Name, Last Name):