

Q4 ACTIVE PERSONAL TRAINING TERMS AND CONDITIONS

1. **Terms and Conditions.** The Parties agree to the following terms and conditions:
 - a. The Client is engaging Q4 Active for personal training services to be provided by the Company's Trainer(s) (the "Trainer").
 - b. Clients pay for personal training by the session, and not by time; however, a personal Training session will last no longer than 50 minutes, and has no minimum timeframe.
 - c. The Trainer will create an exercise program geared to the Client's fitness level and experience in order to meet the Client's objectives.
 - d. The Trainer will be assigned to the Client by the Company and is subject to change at any time. The Client may request a new Trainer and the Company will make every effort to accommodate if circumstances allow.
 - e. The Client agrees to sign the *Q4 Active Waiver and Release of Liability*.
 - f. The Client agrees to inform the Company and its Trainer(s) of any and all conditions, medical or otherwise, that may affect the Client's ability to participate in Personal Training Sessions.
2. **Training Sessions.** Training Sessions may include, but are not limited to, the following activities: assessment of physical fitness; exercise; aerobic and anaerobic conditioning; resistance training (weight lifting); flexibility and stretching.
3. **Packages and Payments.** The Client is purchasing a specific number of Personal Training Sessions for a listed US dollar rate per Training Session. The Client must pay for Training Sessions in advance.
4. **Expiration.** All Training Sessions associated with a package of sessions must be used within 90 days of the purchase of that package of sessions. If the Client needs to extend the expiration date for all or part of a package of session, the Client must notify Q4 Active.
5. **Cancellation of Training Session.** The Client shall provide twelve (12) hour notice of any necessary cancellation of a scheduled Training Session. Failure to provide twelve (12) hour notice shall result in the Client being charged the rate paid for the cancelled/missed Training Session. The Company and its Trainer(s) will endeavor to also provide the Client twelve (12) hour notice of any scheduled Training Session that may need to be cancelled. Failure to provide Client twelve (12) hour notice shall result in the Client being compensated an additional session for the cancelled/missed Training Session.

6. **Indemnity.** The Client agrees to indemnify and hold harmless the Company and its Trainer(s) for any injuries, illnesses, and the like experienced as the result of the Client's Training Sessions.
7. **Termination.** Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party. In the event of termination by either Party, the Company shall provide "store credit" to the Client for all monies paid for any unused Training Sessions.
8. **Warranties.** While the Company and its Trainer(s) fully believe exercise, specifically exercised personalized to the Client, is beneficial to the Client's health and wellness, the Company and its Trainer(s) cannot guarantee the results of Training Sessions. The Company and its Trainer(s) make no representations and/or warranties that the Client will lose weight, gain muscle mass, be able to engage in any specific physical and/or athletic activity, or will attain any other particular and/or specific results. The Company and its Trainer(s) strongly encourage the Client to follow a healthy diet in conjunction with personal training and continued exercise.
9. **Entire Agreement.** This document reflects the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered, or supplemented except in writing signed by both the Company and the Client.
10. **Dispute Resolution and Legal Fees.** In the event of a dispute arising out of this Agreement that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful Party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
11. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.
12. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
13. **Waiver.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
14. **Applicable Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.