

FFC ON DEMAND TRIAL

Agreements and Terms

Release *

AGREEMENT AND RELEASE OF LIABILITY AND INFORMED CONSENT

PLEASE READ THIS AGREEMENT CAREFULLY AND BE AWARE THAT BY PARTICIPATING IN FFC ON DEMAND CONTENT AND PROGRAMS YOU WILL BE WAIVING AND RELEASING ALL CLAIMS FOR INJURIES, ARISING OUT OF THESE ACTIVITIES, THAT YOU MIGHT SUSTAIN.

1. Consent – I hereby consent to voluntarily engage in virtual programming including but not limited to on demand virtual programming, live stream fitness classes, nutrition counseling I give this consent understanding that there is the risk of certain changes occurring during or following the virtual programming and that the reaction of the cardiovascular system to such activities cannot always be predicted with complete accuracy. I give this consent understanding that these changes may include abnormalities of blood pressure, heart rate, and in rare instances, cardiac complication. I give this consent understanding that a physician will not be present during the virtual programming, however a list of symptoms of adverse reactions or responses to exercise will be communicated before participating in the virtual programming. I agree that if I observe any adverse signs, I will report the signs to FFC and appropriate modifications in the virtual programming will take place. I also understand that every effort will be made to help me avoid any adverse reactions during the entrance interview, the health/medical questionnaire and by the observations during the virtual programming. I also understand that during the virtual programming I may experience local muscular soreness and slight fatigue. These minor discomforts may appear in the early stages of the program. As the conditioning process continues with regular attendance in the exercise sessions, the soreness may disappear.
2. Assumption of Risk – I understand that fitness activities such as those conducted as part of the virtual programming involve a risk of injury and even death and that I am voluntarily participating in these dangers involved. I understand and am aware that strength, flexibility, and aerobic exercise, including the use of equipment and machinery, is a potentially hazardous activity that could result in adverse physical changes, including but not limited to abnormal blood pressure, fainting, dizziness, disorders of heart rhythm, and very rare instances of heart attack, stroke or even death. I understand that there exists the risk of bodily injury including but not limited to injuries to muscles, ligaments, tendons and joints of the body. I also understand that there are many other risks of injuries, including serious disabling injuries, and that it is not possible to specifically list each and every individual injury risk. I fully understand these risks of bodily injury, disability, heart attack, stroke or even death, but knowing these risks, it is my desire to participate as herein indicated and to hereby agree to expressly assume and accept all risks of injury, disability and death.
3. Release – In consideration of being allowed to participate in the virtual programming provided by FFC in addition to the payment of any fee or charge, I do hereby forever waive, release, discharge and covenant not to sue FFC, its affiliated Fitness Formula Clubs, and their respective trainers, employees, agents, administrators, owners, officers, directors, affiliates, representatives and others acting on their behalf (hereinafter "Released Parties") from any and all claims, demands, losses, liabilities or damages to my person and/or property that I might sustain while participating in, arising out of, or on account of my participation in any virtual programming, INCLUDING BUT NOT LIMITED TO DEATH, DISABILITY OR DAMAGE TO PERSON OR PROPERTY, CAUSED OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENT ACT OR OMISSION OF THE RELEASED PARTIES OR OTHERS ACTING ON THEIR BEHALF.
4. Medical Acknowledgement – I acknowledge that FFC has advised me to discuss my participation in any exercise program with my doctor and that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical action concerning these fitness activities and equipment use. I do hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the virtual programming and programs or use of equipment or machinery except as hereinafter stated. I hereby declare that I have permission to participate in, or that I have decided to participate in activity and/or use of equipment and machinery without the approval of my physician, and as set forth in Paragraph No. 3 above, do hereby assume all responsibility for my participation and activities, and utilization of equipment in my activities. I agree to promptly inform FFC of any changes to my health which may impact my virtual programming.
5. No Medical Opinion – I understand that the provision of virtual programming by FFC does not constitute an acknowledgement, representation or indication by FFC of my physiological well-being or a medical opinion relating thereto.
6. No Guarantee – I understand that virtual programming may or may not benefit my physical fitness, general health or well-being. I understand that FFC does not guarantee any particular result or improvement to my physical fitness, general health or well-being.
7. Confidentiality – The information based on the observations made during the virtual programming is treated as privileged and confidential. However, it may be used for statistical or scientific purposes with my privacy retained.
8. Inquiries – Before signing this form, FFC encourages me to ask any questions regarding any aspect of this program that may be unclear to me. By signing this form, I acknowledge that I have had the opportunity to ask questions. Any questions which I have asked have been answered to my complete satisfaction.
9. No Refunds – I understand that I may refuse to participate now or stop at any time during the virtual programming. In the event that participant does not participate in any training sessions for any reason, participant shall not be entitled to a refund of any amounts paid pursuant to this Agreement. Amounts paid for unused virtual programming may at FFC's sole discretion be applied to other goods and services provided by FFC.
10. Severability – Any portion of this Agreement which is deemed to be unenforceable or illegal by any court of competent jurisdiction is to be severed from this Agreement and the remainder of the Agreement shall be enforceable.

1. Indemnity – I further agree to indemnify, hold harmless and defend the Released Parties from any and all claims, demands, losses or damages resulting from injuries (including death and damage to property), damages or other losses sustained by anyone, and arising out of, connected with, or in any way associated with my conduct and the activities of the Program.

I have read the above and I consent to participate in virtual programming, understanding, assuming and releasing the risks thereof. My signature below will be valid and applicable for all future virtual programming in which I choose to participate.

1. Participant's Health Warranty. Participant represents that participant is in good health and has no disability, impairment, injury, disease or ailment preventing him/her from engaging in active or passive exercise or which would cause increased risk or injury or adverse health consequences as a result of naïve or abusive exercise.
2. Cancellations. All notices of program cancellation by Participant shall be made in writing and delivered by mail to 619 W. Jackson Blvd. electronic mail via <https://ffc.com/contact-us/>, or by completing the Cancellation Form, by the 15th of the month before the intended cancellation month. All refunds to which the Participant is entitled shall be made within 30 days of FFC's receipt on the cancellation notice. (A) Participant may cancel this Agreement without any penalty within three (3) days after the first business day after this Agreement is signed by Participant provided it is in writing and delivered by certified or registered mail to the address specified in this Agreement. All monies paid shall be refunded within thirty (30) days of FFC's receipt of the cancellation notice. (B) If Participant is unable to use or receive all services contracted for, because of death or disability, Participant or participant's estate shall be liable only for that portion of the charges allocable to the time prior to death or the onset of the disability. In the event of a cancellation for death or disability, FFC has the right to require and verify reasonable evidence of such death or disability. (C) To the extent not made pursuant to sub-paragraphs 2(A) through 2(B) herein, all requests by Participant for cancellation of this Agreement after the Initial Term must be provided by the 15 th of the month prior and must be in writing and delivered by certified or registered mail to the address specified in this Agreement.
3. Automatic Renewal After Initial Term. After the Initial Term, the Agreement may be renewed automatically on a month-to-month basis. After the Initial Term, to terminate this Agreement participant must provide written notice of termination to FFC by the 15 th of the month prior the next billing month. Participant's failure to notify FFC of termination by the 15 th of the month prior to the next billing month will result in Participant being charged for the following month.
4. Change in Participant Information. Participant must promptly notify FFC in writing of any changes in their billing information (including account numbers and expiration dates), address, e-mail address, or telephone number. Failing such notice, all communications shall be presumed to have been received by the participant within five days after mailing.
5. Assignment of Agreement. This Agreement may be assigned by FFC at any time. Upon assignment all Terms and Conditions of this Agreement remain in place.
6. Severability. Any portion of this Agreement which is deemed to be unenforceable or illegal by any arbitrator or court of competent jurisdiction is to be severed from this Agreement and the remainder of the Agreement shall be enforceable.
7. Mandatory Arbitration, Waiver of Right to File Class Action. BECAUSE THIS IS A WAIVER OF CERTAIN RIGHTS, IT IS IMPORTANT THAT YOU READ THIS ENTIRE PROVISION CAREFULLY BEFORE INITIALING BELOW AND SIGNING THIS AGREEMENT.
 - (a) I understand and agree that any and all claims (legal and equitable), demands, disputes, litigation or controversies between Participant and FFC, arising under or related to this Agreement or otherwise, including but not limited to claims under the Americans with Disabilities Act, Telephone Consumer Protection Act, the Electronic Funds Transfer Act, the Fair Credit Reporting Act, the Fair and Accurate Credit Transactions Act, the Illinois Physical Fitness Act and all other consumer fraud and protection statutes and corresponding regulations, must be resolved by arbitration in accordance with the rules of the American Arbitration Association then in existence. Such arbitration shall take place in Chicago, Illinois, and the applicable law will be the laws of the State of Illinois, without regard to all applicable conflicts of law provisions and statutes therein. Participant agrees that venue is proper in Illinois and submits to the personal jurisdiction of Illinois, and agrees that the decision of the arbitrator shall be final and binding on participant and FFC.
 - (b) I understand and agree that with respect to any claim, litigation or controversy made by participant against FFC or its related companies, either arising under the terms of this Agreement or related in any way to programs offered by FFC, including but not limited to claims under the Americans with Disabilities Act, the Telephone Consumer Protection Act, the Electronic Funds Transfer Act, the Fair Credit Reporting Act, the Fair and Accurate Credit Transactions Act, the Illinois Physical Fitness Act and all other consumer fraud and protection statutes and corresponding regulations, participant acknowledges and agrees that it has no right or authority to file or arbitrate such claims as a class or collective action, private attorney general, or in a representative capacity on behalf of any individual or company.
98. Notices. Notice to FFC. Any Notice which Participant is required to send to FFC shall be sent by U.S. Mail or overnight service to the following address: 619 W. Jackson Boulevard, Chicago, IL 60661. Such notice shall not be deemed to have been sent until the date it is actually received by FFC. Notice to Participant: Unless otherwise indicated, any notice which FFC is required to send to Participant may be sent via e-mail to the e-mail address indicated by participant in this Agreement or by overnight delivery or U.S. Mail to the street address indicated by Participant for any updated address. Such notice shall be deemed to have been made when the email is transmitted or the Notice is placed into the U.S. Mail or overnight carrier for delivery.

*All terms of this agreement are subject to change.

