



Personal Pilates Training Contract

This Personal Pilates Training Contract (the "Contract") is entered between Selena DeLeon of Core Fitness Studios 2020 Ltd., also of Core Fit Foods LLC with an address 8395 SW 73rd Ave., Unit 509, Miami, FL, 33143 USA (the "Company") and myself, (the "Client"), also individually referred to as the "Party", and collectively the "Parties."

1. Terms and Conditions. The Parties agree to the following terms and conditions:
 - a. The Client is engaging the Company for personal training services to be provided by the Company's Trainer(s) (the "Trainer").
 - b. Personal Training sessions will last 60 minutes. (45 minutes of class time, 5 minutes of recovery cool down stretch post class, 10 minutes client screening and introduction time.)
 - c. The Trainer will create an exercise program geared to the Client's fitness level, capabilities, contraindicatory medical conditions 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 the attached Informed Consent and Assumption of Risk 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 Training Sessions.
2. Training Sessions. Training Sessions may include, but are not limited to, the following activities: assessment/ testing of physical fitness; exercise; aerobics and aerobic conditioning; Pilates and stretching. Included as an addition to this suite of offerings are the following: Nutritional Consultation Services, Meditation Practices if desired and contracted.
3. Training Package and Payments. The Client is purchasing Training Sessions at a rate of Quoted per Training Session. The Client may pay for Training Sessions on a per session basis at the beginning of each session. The Client may pay for all of the Training Sessions upon the execution of this Contract, as a block of services. All Training Sessions must be used within 30 days of the Effective Date of this Contract. If the Client wishes to purchase additional Training Sessions, the Parties will enter into an amendment to this Contract.
4. Cancellation of Training Session. The Client shall provide twenty-four (24) hour notice of any necessary cancellation of a scheduled Training Session. Failure to provide twenty-four (24) hour notice shall result in the Client being charged the full rate for the cancelled/missed Training Session. The Company and its Trainer(s) will endeavor to also provide the Client twenty-four (24) hour notice of any scheduled Training Session that may need to be cancelled; however, there may be instances where this is not practicable, and such would not constitute breach of this Contract on behalf of the Company.
5. 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.

6. Termination. Either Party may terminate this Contract upon thirty (30) days prior written notice to the other Party. In the event of termination by either Party, the Company is not responsible for any refunds to the Client.

7. 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.

8. 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 Contract supersedes all prior written and oral representations. The Contract may not be amended, altered, or supplemented except in writing signed by both the Company and the Client.

9. Dispute Resolution and Legal Fees. In the event of a dispute arising out of this Contract 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.

10. Legal and Binding Contract. This Contract is legal and binding between the Parties as stated above. This Contract may be entered into and is legal and binding in the country of Jamaica and the United States, subject to its laws. The Parties each represent that they have the authority to enter into this Contract.

11. Severability. If any provision of this Contract 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 Contract 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.

12. Waiver. The failure of either Party to enforce any provision of this Contract 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 Contract.

13. Applicable Law. This Contract shall be governed and construed in accordance with the laws of Jamaica where the Training Sessions will occur, without giving effect to any conflicts of laws provisions.

BY CLICKING THE CONSENT BOX ONLINE, THE CLIENT ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND THAT THE CLIENT IS SATISFIED WITH THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT.

INFORMED CONSENT AND ASSUMPTION OF RISK AND RELEASE OF LIABILITY

This Informed Consent and Assumption of Risk and Release of Liability is entered into on the date that the option to agree has been initiated by a click on our website, and is material to the Personal Pilates Training Contract and is incorporated herein by reference.

1. Client certifies that Client is of adequate physical condition to participate in physical exercise.
2. Client certifies that Client assumes the risk of physical injury, whether minor, severe, or otherwise.
3. Client certifies that Client will disclose to the Trainer whenever suggested activities cause distress

beyond Client's threshold.

4. Client certifies that Client will not hold the Company or its Trainer(s) liable for any physical injury, whether minor, severe, or otherwise that result from Training Sessions.

5. Client certifies that Client assumes all responsibility for Client's participation in the Training Sessions.