

# SHULA SPORTS

## TRAINING CONTRACT / CONSULTING AGREEMENT

*The person whose name appears below, hereinafter referred to as "Client" is entering into an agreement with Alexander Shula and/or appointee, hereinafter referred to as "SHULASPORTS" on terms set out in this contract agreement. This document is in relation to services provided by SHULASPORTS as agreed upon between SHULASPORTS and Client and will form a binding agreement.*

*I, Alexander Shula (SHULASPORTS) will make no representation or warranties, written or oral, expressed or implied, other than those in this agreement.*

Name of Client (Last)	(First)	(M)	Birthdate (mm/dd/yy)
Address			State
City			Postal Code
Best way to contact ? Phone, email, mail.			If phone, best time to call.
Primary Phone #			Secondary Phone #
Emergency Contact	Relation		Phone #
Emergency Contact 2 (optional)	Relation		Phone #
Physician Name			Phone #

### Service Agreement

SHULASPORTS and Client agree that the services provided by SHULASPORTS shall be provided in good faith, timely manner and with full understanding and respect to client's goals and wishes.

Client shall compensate SHULASPORTS with the amount of: \_\_\_\_\_ for the services agreed upon.

Amount shall be paid (circle):     **IN FULL**            **MONTHLY**            **WEEKLY**            **EACH SESSION**

Client and SHULASPORTS agree that the compensation amount will be applied toward the following number of sessions:

(example: "20 over life of contract"; "2 sessions weekly"; "Full month of service, 2 sessions each week", etc.)

\_\_\_\_\_  
Clients Signature

\_\_\_\_\_  
Date

**ALEXANDER SHULA**  
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FROM SHULA SPORTS.

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### Release and Indemnity Agreement

#### Health

The Client represents that she/he is not aware of any existing mental or physical condition which might reasonably be expected to put him/her at any risk during physical activity than that of a healthy woman/man of his/her age. Should Client suspect such risks, SHULASPORTS expects to receive a written notice from the doctor clearing Client for physical activity.

#### Refunds, Transfers, Cancellation, Revocation

SHULASPORTS has the right to revoke the Client's training contract in writing to the client if:

- any information given by the member on the previous pages is false;
- the client breaches any of the rules of this agreement or the rules of the facility;
- the client consistently fails to attend scheduled appointments, give 24 hour cancellation notice, or if consistently late;
- the client fails to make any payment under the agreement within ten days of the time it becomes due.
- any other reason deemed appropriate by SHULASPORTS. Reason is to be stated in the Contract revocation notice.

This agreement is non-refundable and non-transferable by the Client and may not be cancelled by the Client, except -pursuant to the right of Consumer Protection Act of SAMPLE STATE or PROVINCE - The Client may cancel this contract by giving notice of cancellation not later than 10 days after the date of execution of the contract. It is not necessary to give reasons for the cancellation. In order to cancel the contract, the Client must give notice of cancellation by a method that will allow you to prove that you gave notice, including email, mail, or personal delivery of notice within this 10 day period.

#### Appointment Time/Cancellation

Training sessions are regularly held during regular business hours of SHULASPORTS and will be serviced during the hours agreed upon by SHULASPORTS and the Client.

The Client agrees to provide SHULASPORTS with a 24 hour cancellation notice. The Client agrees to make every reasonable effort to be on-time. Failure to provide SHULASPORTS with a 24 hour cancellation notice as well as being more than 15 minutes late will result in client forfeiting the session and effectively the payment for it.

#### Indulgences

No failure or delay by SHULASPORTS in enforcing any right under this agreement will operate as a waiver of that right under this agreement or prevent SHULASPORTS from exercising any other right under this Agreement. No amendment or waiver of any term of this agreement will be effective unless it is in writing, except as otherwise provided here.

#### Severability

If any provision of this agreement is found to be invalid or unenforceable, it will be considered separate and severable from this agreement and will not affect the validity or enforceability of any other term of this agreement.

#### Law

This agreement will be governed by the law of SAMPLE STATE or PROVINCE.

I acknowledge that the exercise, fitness programs and the use of the exercise equipment offered by SHULASPORTS and the training facility can provide for strenuous physical exercise, and I am aware of the inherent risk of serious physical injury and other dangers associated with the use of the equipment and the programs. In consideration for SHULASPORTS providing me with training services, I hereby accept and fully assume all such risks and dangers and the possibility of personal injury, death, and property damage or loss resulting from such use and participation. I also hereby release, save harmless and indemnify SHULASPORTS and all employees of SHULASPORTS and/or facility, from any and all claims, actions, costs, expenses and demands in respect to death, injury, loss or damage that I or my next of kin may suffer arising out of or in connection with my use of the equipment, my participation in the fitness programs, due to any cause whatsoever. I agree that the Release and Indemnity Agreement prior to signing and I am fully aware that by signing this agreement I am affecting my legal rights.

\_\_\_\_\_  
Clients Signature

\_\_\_\_\_  
Date

**ALEXANDER SHULA**

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