

Just Get Fit, LLC TERMS AND CONDITIONS

Your purchase of one or more work out sessions constitutes a contract between Just Get Fit, LLC, D/B/A Just Get Fit and you. Just Get Fit, LLC, D/B/A Just Get Fit, is registered with the State of Florida as a Health Studio Facility – Registration Number HS11828. This contract constitutes the entire agreement between the parties. The term of this contract commences on the date printed below across from your signature.

All customers and visitors of Just Get Fit, LLC, D/B/A Just Get Fit (“Just Get Fit”) to this agreement to comply with Just Get Fit’s terms and conditions as expressed below. Just Get Fit’s terms and conditions ensure that all customers that use our facilities and services do so with regard to their rights and the rights of others, and in conformity with the requirements of Just Get Fit’s procedures, rules, regulations, requirements, terms and conditions. Please be aware that Just Get Fit reserves the right to alter, change and modify its terms and conditions at any time, without prior written notice any changes to these terms and conditions will be available on Just Get Fit’s website: www.justgetfit.fitness, at the studio, or upon request. Just Get Fit is located in Tallahassee, Florida at 2760 Capital Circle NE.

Group X Workouts

All workouts must be used within 30 days. Complementary classes have no expiration date. Please no sharing of any packages purchased.

Pricing

All Just Get Fit Group X workout and/or Personal Fitness Training pricing is attached hereto as the Group X Price List and Policies and/or Personal Fitness Training Rates and Policies. This information is also listed on Just Get Fit Website: www.justgetfit.fitness. Any changes to this schedule will be posted on that website and available upon request or at the studio located at 2760 Capital Circle NE, Tallahassee, FL 32308.

Payment Types

We accept MasterCard, Visa, American Express, Discover, Cash and Check.

Reservations

In order to participate in a class or special event, you must place a reservation through Mindbody. A link to Mindbody can be found on our website. If you are attending a special event, that series will be listed as well.

Cancellations

Just Get Fit imposes a minimum time on cancellations of 8 hours prior to the start of the scheduled Group X workout time. To cancel within 8 hours of the scheduled workout time you directly must contact Just Get Fit.

Late Class Cancellations/No Show Penalties

For workouts beginning prior to 7AM, workouts not canceled 8 hours prior will be deducted from the client’s account. Workouts beginning at or after 7AM may be canceled up to 2 hours prior to the workout by contacting Just Get Fit. No Shows to workouts will have the workout session deducted from their account.

Waiver

By signing up, electronically or manually, for and/or attending indoor/outdoor Group X workouts, Personal Fitness Training, activities, charity events, special group happenings at Just Get Fit you hereby agree that there are certain inherent risks and dangers related to and involved with indoor/outdoor any/all exercise classes and activities offered by and relating to Just Get Fit. You agree and understand that there is a danger of injury when participating in indoor/outdoor Group X workouts offered by Just Get Fit.

In consideration of being allowed to participate in and having access to all workouts and facilities provided Just Get Fit in addition to the payment of any fee or charge, you hereby agree to:

(1) assume full responsibility for any and all injuries or damage which are sustained or aggravated by you in relation to the workouts and facilities

(2) waive, release and forever release and discharge, Just Get Fit, and its officers, agents, members, employees, representatives, and all others from any and all responsibility, claims, rights, causes of action and/or liability from injuries or damages to your person or property resulting from your participation in and use of the classes and facilities, and

(3) represent you have no medical or physical condition which would prevent you from attending classes and/or using the facilities at Just Get Fit.

(4) you further agree to avoid and will not participate in any activity on the premises or that is in any way associated with Just Get Fit that has any possibility of putting you in any physical or medical danger.

(5) by signing up and/or attending any workout, activities, charity events or programs, you are confirming that you have not been instructed by a physician not to do so. Just Get Fit hereby advises individuals with chronic disabilities or conditions that may be at risk when attending any classes and/or using facilities, and are therefore advised against doing so. Just Get Fit also advises you that if, in the opinion of a Just Get Fit staff member, you may be at physical risk or you may cause physical risk to others by attending any class or activity or by using facilities belonging to Just Get Fit, we reserve the right to prevent you from participating in this activity or class and where necessary from entering into Just Get Fit 's facilities.

Consumer Protection Clauses

The following clauses are included in the contract for your protection:

A. The contract provides for the penalty-free cancellation of the contract within 3 days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to Just Get Fit, LLC, D/B/A Just Get Fit, and refund upon such notice of all moneys paid under the contract, except that Just Get Fit, LLC, D/B/A Just Get Fit may retain an amount computed by dividing the number of complete days in the contract term or, if appropriate, the number of occasions health studio services are to be rendered into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract or, if appropriate, by the number of occasions that Just Get Fit, LLC, D/B/A Just Get Fit services have been rendered. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation made within the 3-day provision. [s. 501.017(1)(a), F.S.]

B. The contract provides for the cancellation and refund of the contract if the contracting business location of Just Get Fit, LLC, D/B/A Just Get Fit goes out of business, or moves its facilities more than five (5) driving miles of the business location designated in the contract and fails to provide, within 30 days, a facility of equal quality located within 5 driving miles of the business location designated in the contract at no additional cost to the buyer. [s. 501.017(1)(b)1, F.S.]

C. The contract provides that notice of intent to cancel by the buyer shall be given in writing to Just Get Fit, LLC, D/B/A Just Get Fit. The notice of cancellation from the consumer terminates automatically the consumer's obligation to any entity to whom Just Get Fit, LLC, D/B/A Just Get Fit has subrogated or assigned the consumer's contract. If Just Get Fit, LLC, D/B/A Just Get Fit wishes to enforce the contract after receipt of the notice, it may request the department to determine the sufficiency of the notice. [s. 501.017(1)(b)2, F.S.]

D. The contract provides that if the department determines that a refund is due the buyer, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The business location of Just Get

Fit, LLC, D/B/A Just Get Fit may not be deemed out of business when temporarily closed for repair and renovation of the premises:

1. Upon sale, for not more than fourteen (14) consecutive days; or
2. During ownership, for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year.

A refund shall be issued within 30 days after receipt of the notice of cancellation made pursuant to this paragraph. [s. 501.017(1)(b)3, F.S.] FDACS-10300 Rev. 12/14 Page V of V

E. The disclosure statement shall include a provision advising the buyer to contact the department for information within sixty (60) days should Just Get Fit, LLC, D/B/A Just Get Fit go out of business. [s. 501.017(1)(c), F.S.]

F. The contract provides for the cancellation of the contract if the buyer dies or becomes physically unable to avail himself or herself of a substantial portion of those services which the buyer used from the commencement of the contract until the time of disability, with refund of funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The contract may require a buyer or the buyer's estate seeking relief under this paragraph to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the contract by the buyer is established if the buyer furnishes to the health studio a certification of such disability by a physician licensed under Chapter 458, 459, 460, or Chapter 461 provided the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation made pursuant to this paragraph. [s. 501.017(1)(d), F.S.]

G. The initial contract will not be for a period in excess of thirty (30) days. Renewal contracts may not be executed and the fee therefore paid until the preceding contract expires. ALL sessions must be used within thirty (30) days.

H. The contract provides that if Just Get Fit, LLC, D/B/A Just Get Fit requires a buyer to furnish identification upon entry to the facility and as a condition of using the services of the health studio, Just Get Fit, LLC, D/B/A Just Get Fit shall provide the buyer with the means of such identification. [s. 501.017(1)(f), F.S.]

I. Health studios exempt from posting security must include in all contracts for health studio services the following disclosure statements [s. 501.017(2), F.S.]:

SHOULD YOU (THE BUYER) CHOOSE TO PAY FOR MORE THAN 1 MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THIS HEALTH STUDIO AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.

Client Signature

Date

ACCEPTED BY:

On Behalf of Just Get Fit, LLC