



Thank you for choosing to exercise with Switch Playground. Please read the following and sign below to indicate your acceptance for the following terms. The undersigned hereby represents to Switch, with the understanding that Switch will rely on such representation, as follows:

1. I am in good physical condition and able to use the equipment and participate in the programs made available by Switch, with the understanding that the Switch personnel are not licensed to and have no special expertise in diagnosing, examining, treating, or otherwise assisting with any medical condition or the effect of the use of equipment or participation in programs with respect thereto.
2. I understand that the use of the equipment and the participation in the programs made available by Switch are at my sole risk, understanding the risk of injury and other accidents, and hereby agree to assume the full risks thereof, foreseen and unforeseen.
3. I shall be responsible and pay for all damage, cost, loss, and expense for the property of Switch caused by the undersigned and/or my guests.
4. I hereby indemnify and hold harmless Switch, its assigns, employees, and appointed contactors against all or any claims of whatsoever nature and howsoever arising as a result of the use of all Switch services and or facilities. I grant this indemnity in my personal capacity and in any representative capacity in which I may be signing.
5. I agree that no warranties, representations, or agreements of merchantability, fitness for a particular purpose, or otherwise, express or implied, were made to the undersigned.
6. I understand that certified Switch instructors will teach me a unique, proprietary workout formula. In exchange for being taught the Switch formula, I agree that I will not attempt to teach the Switch formula to others or use the Switch formula outside a Switch Playground studio except that I may use the Switch formula for my personal workouts at my home.
7. (PROVISION FOR MINOR CHILDREN): I am the parent or legal guardian of: _____ A minor child (the "Minor"). I agree that the foregoing representations and waivers shall apply jointly and severally, to the extent permitted by law, to both the undersigned and the Minor.

There shall be no refund of the purchase price of any Training Package (10 and 20 sessions or monthly packages) unless the purchase was pre-paid in full prior to the first session and notice of cancellation is delivered to Switch in writing within thirty (30) days following the undersigned's first training session. Such refund shall be limited to the unused number of sessions at the price paid by the undersigned, less and administration fee. Switch shall have no obligation to the undersigned for any unused sessions beyond 6 months following the first session.

In the event any portion of this agreement is found to be invalid or unenforceable, the undersigned agrees that the remainder of this agreement will be valid and enforceable.

Please note that classes booked and not cancelled within 12 hours before your session will be charged for in full. Sessions purchased at this particular Switch Playground Studio are only valid for use in this studio and may not be transferred to any other future Switch Playground Studio. I am aware that I may be photographed during classes and consent to the utilization of such photographs on the Switch Website, Switch Facebook albums and/or other publications by/or featuring Switch. I further acknowledge that I shall have no claim for compensation from Switch in respect of the use of such photographs.

Name: _____ Tel (H): _____ Tel (W): _____

Cell: _____ Date of Birth: _____

Address: _____

Email: _____ Signature: _____

Date: _____