

This agreement is made up of the following terms that are binding between Sportathlon Malaysia Sdn. Bhd. ('The Club') and the member herein named and is valid within Fitness First clubs in Malaysia only.

1. All BODYFIRST sessions must be completed within 30 days of purchase of BODYFIRST, failing which the sessions will be forfeited.
2. The Club reserves the right to provide a substitute certified personal trainer in the event the original personal trainer is unavailable for whatever reason.
3. No extension of Personal Training sessions purchased is allowed, as stipulated in Step 2 (overleaf). This is further subjected to the valid travel documentation and medical reports being submitted no later than 14 days prior to the expiry date.
4. All Personal Training packages must be paid up front and in full at time of purchase.
5. In the event of expiry or termination of your membership by The Club, the remaining sessions are non- refundable.
6. The Club may add or change or remove The Club rules and regulations, conditions of memberships, including but not limited to the terms of this Personal Training Agreement and the services and facilities offered at its discretion. Any such additions, deletions or changes will be notified to you through a media as The Club deems appropriate and/or notice in Fitness First club(s). If at any time the operations or services of a club are temporarily or permanently suspended for any reason, The Club (subject to availability) reserves the right to transfer your Personal Training session(s) to another Fitness First club and/or another personal trainer. No claims whatsoever may be made against The Club for any change or temporary or permanent suspension on such operations, services or facilities.
7. Personal Training shall be conducted on a one-on-one basis, unless otherwise agreed and/or stated herein.
8. Manual verification and execution of the record form after completion is required if the club(s) is experiencing difficulty to verify a PT session e.g. offline or any situation restricting PT member to verify.

## **Representations**

### **Physical condition & medical advice :**

You represent that you are in good physical condition and have no medical reason, impairment and/or disability that might prevent you from using all The Club facilities and Personal Training services. As such, you acknowledge that The Club did not provide medical advice before you sign this Agreement and cannot give you any after you have signed this Agreement, relating to your physical condition and ability to use the facilities and Personal Training services. If you have any health or medical concerns now or after you have signed this Agreement, discuss them with your doctor before using the facilities and Personal Training services.

### **Entire Agreement & Enforcement :**

This document is binding and replaces any oral or other such written agreement. If a court declares any part of this Agreement invalid it will not invalidate the remaining parts, which continue unaffected. If The Club does not enforce any right in this Agreement for any reason, The Club does not waive the right to enforce it later.

**Member's name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_