

**JoyMoves New Client Agreement**

This is a new client registration form and agreement (hereinafter, the "Agreement") for the individual whose information is provided in Section 1, below (hereinafter, "Client"). Client desires to be a customer of JoyMoves LLC (hereinafter, "JoyMoves") various exercise and education classes, services and sessions and products subject to the terms and conditions detailed in this Agreement. JoyMoves is located at 2501 South Capital of Texas Highway, Austin, TX 78746.

**1. Client Information.**

First Name

Last Name

Street Address

City, State, Zip

Email

Cell Phone

Home Phone

Birthdate

Emergency Contact

Relationship

Contact's Phone

Are you pregnant? \_\_\_\_\_

**2. How did you hear about us?** \_\_\_\_\_

**3. This page and the ones that follow are the entire agreement.**

Client warrants that the information provided by her/him in the Agreement is true and correct. By signing below, Client acknowledges that this Agreement, including without limitation this and the subsequent pages hereof, constitutes its entire agreement with JoyMoves related to this subject matter and replaces all prior agreements on this subject matter; provided, however, that that certain JoyMoves agreement related to pregnant clients is intended to compliment and extend this Agreement. Client understands that she/he has given up substantial rights by signing this Agreement. Client further agrees that her/his participation in exercise and educational classes, services and sessions and purchases of products offered by JoyMoves through its designated instructors and trainers is voluntary and at her/his own risk as just described above. As the undersigned, Client for her/himself and on behalf of her/his children, successors, heirs, assigns, and legal representatives (collectively "myself"), agrees to the foregoing. Further, Client has read and understood this Agreement, and freely and voluntarily signs it without inducement. This Agreement is effective the date written in below. If no date is written in below, then the effective date of this Agreement is the date of Client's first recorded purchase with JoyMoves as documented in the software JoyMoves uses to track such things.

\_\_\_\_\_  
Name (Print and sign) Date

\_\_\_\_\_  
Parent print and sign (if student is under 18 years of age) Date

#### **4. Policies Specific to Pilates Private, Duet and Trio Sessions.**

For the purposes of this Agreement, Pilates equipment sessions refers to all types of personal and semi-personal Pilates training sessions offered by JoyMoves that includes the use of any form of Pilates equipment such as a reformer, tower, cadillac, barrel, chair, mat, and so on.

JoyMoves offers Client the opportunity to pre-purchase Pilates Private, Duet and Trio sessions at the prices described on the JoyMoves website. The prices listed on the JoyMoves website are subject to change in JoyMoves' sole discretion. By signing this Agreement, Client agrees that purchases by Client of Pilates Private, Duet and Trio sessions in future months are governed by the Private, Duet and Trio Pilates Sessions Policies listed on the JoyMoves website. JoyMoves reserves the right in its sole discretion to change such policies at any time.

**5. Policies Specific to Group Pilates Classes.** For the purposes of this Agreement, Group Pilates classes refers to all types of group Pilates classes offered by JoyMoves that includes the use of any form of Pilates equipment such as a reformer, tower, cadillac, barrel, chair, mat, and so on.

JoyMoves offers Client the opportunity to purchase class passes and/or monthly memberships to attend Group Pilates classes at JoyMoves at the prices described on the JoyMoves website. The prices listed on the JoyMoves website are subject to change in JoyMoves' sole discretion. By signing this Agreement, Client agrees that purchases by Client of class passes and/or monthly memberships for Group Pilates Classes are governed by the policies listed on the JoyMoves website. JoyMoves reserves the right in its sole discretion to change such policies at any time.

#### **6. Payments.**

Payments by Client for JoyMoves various exercise and education classes, services and sessions and products may be made at Client's discretion by check, cash, credit card, debit card or ACH. Currently, JoyMoves accepts Visa and MasterCard.

#### **7. Waiver of Liability and Assumption of Risk.**

The undersigned Client (or the parent or legal guardian of the Client, if the client is under 18 years of age) acknowledges that JoyMoves various exercise and education classes, services and sessions and products involve an inherent risk, including the potential for permanent paralysis and death, and while particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist. Hence, Client hereby knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of the releases or others, incident to such activities and takes full responsibility for her/his participation. By purchasing class passes or sessions for JoyMoves various exercise and education classes, services and sessions, by purchasing JoyMoves' products, or by registering to take Pilates sessions or classes at JoyMoves, the Client (or parent or guardian, as the case may be) represents that they are in adequate physical condition based on their own assessment, and are not relying on any representations made by anyone at JoyMoves. Client waives any claim or right of action against JoyMoves and its officers, shareholders, employees and agents for loss, claims, suits expenses, liabilities, damages or legal fees incurred on account of any loss or injury to the Client or the Client's property (including personal information) incurred in connection with and/or as a result of the Client's attendance at such classes, services or session JoyMoves and/or the use of JoyMoves' facilities or services and/or purchases of products or services at JoyMoves' facilities.

#### **8. Miscellaneous.**

JoyMoves makes no warranties and no representations, express or implied, other than those expressly set forth herein. If any portion of this Agreement is held by a court of law to be unenforceable, such portion shall be disregarded and the remainder shall remain in full force and effect.

—end of Agreement—