

**THIS AGREEMENT** was made the        day of                    20[ ]

**CROSS FIT IRELAND LTD**

**-and-**

**[AGENT INSERT NAME] herewith known as “the Client”**

**The undersigned does agree to pay Cross Fit Ireland Ltd the sum of [AGENT] which sums represents a pro rata amount due in respect of the first month and thereafter the undersigned does agree to pay Cross Fit Ireland Ltd the sum of [AGENT] per month for the duration of contract, being 12 months from the date of the signing of the said contract. All payments of the aforementioned sum become due and owing on [AGENT] each month for the duration of the contract or otherwise by agreement of both parties.**

**After 12 months from the date of the signing of the said agreement, being the duration of the agreement, the agreement continues on a rolling monthly basis and is governed by the same terms and conditions as this signed agreement.**

**The agreement is hereby governed by the following terms and conditions which terms and conditions are agreed to by and are binding upon Cross Fit Ireland Ltd and the Client;**

### **1. Parties**

- a. Cross Fit Ireland Ltd. and the Client agree that the terms “Client” and “Cross Fit Ireland Ltd.” include heirs, estates, agents, representatives, officers, directors, shareholders, successors, affiliates and employees.

### **2. Memberships and Membership Services**

- a. The service being requested is for coaching designed to progress the Client toward ELITE FITNESS. The agreement is for coaching services over a specific period of time during which the student is eligible to partake in any and all activities in accordance with their membership package. This is NOT an agreement for a specific number of classes, seminars, or coaching lessons during the agreed upon period.

- b. The membership is non-transferable by the Client and gives the Client no rights in Cross Fit Ireland Ltd., its management, property or operation.
- c. Cross Fit Ireland Ltd. reserves the right at any time to make reasonable changes to the type or quantity of any program, facility, activity, class or service offered in Cross Fit Ireland Ltd.'s reasonable discretion.
- d. Cross Fit Ireland Ltd. can sell memberships at different rates and terms than the Client's.

### **3. Representations**

- a. Client affirms that Client is in good physical condition, is capable of participating in the Fitness Program and does not suffer from any disability that would prevent or limit participation in the Fitness Program.
- b. Client agrees that it is the responsibility of the Client to seek competent medical advice regarding any concerns or questions relating to the ability of Client to take part in the Fitness Program.
- c. Client agrees to assume all risk and responsibilities for exceeding his or her physical limits.
- d. Cross Fit Ireland Ltd. is not liable to the Client for any personal property that is damaged, lost, or stolen while on or around Cross Fit Ireland Ltd.'s premises including, but not limited to, a vehicle or its contents or any property left in a locker.
- e. If Client causes any damage to Cross Fit Ireland Ltd.'s facilities, Client is liable to Cross Fit Ireland Ltd. for its cost of repair or replacement.
- f. Client acknowledges that neither Cross Fit Ireland Ltd. nor anyone else, made any representations or promises upon which Client relied that are not stated in this Agreement.
- g. This document contains the entire Agreement between Cross Fit Ireland Ltd. and the Client and replaces any oral or other written agreement. If a court declares any part of this agreement invalid, it will not invalidate the remaining parts, which continues unaffected.

### **4. Financial Policy**

- a. Client agrees to pay the dues and fees on page one.
- b. Client has two options for payment: (1) Payment in full may be made for all services, or (2) Monthly payment by credit card or Standing Order per the guidelines as per the terms and conditions of the said agreement below.
- c. The date of the Agreement as signed shall be the billing date for the Client. Each month on this date, the monthly payment is charged to the Client's credit/debit card, or deducted from the Client's designated bank account.

## **5. Payment**

- a. Client hereby authorizes Cross Fit Ireland Ltd. or its assigns to charge, or to initiate transfers from, the account designated below for the purpose of making the scheduled membership payments and any and all additional fees, late charges, costs, expenses or any other monies due to Cross Fit Ireland Ltd. under the terms and conditions of this Agreement (together with any taxes), until such amounts are paid in full or until the applicable membership is terminated or cancelled, whichever occurs first.
- b. Client is entitled to notice of all varying charges and from the said designated account but Client waives the right to receive prior notice for charges or withdrawals made with respect to any uncollected payments or portions of the balance due described above and the corresponding service charges, both of which Client agrees are not varying charges or withdrawals.
- c. Client may change the account designated herein upon thirty (30) days written notice to, and approved by, Cross Fit Ireland Ltd. Any failure by the applicable financial institution to pay any charge in full does not release the Client from any liability for obligations owing to Cross Fit Ireland Ltd.
- d. If Client notifies the financial institution in control of Client's account to terminate this Request, such notification will constitute a default and may cause all sums under this Agreement to be due and payable immediately together with all costs and collection to extent permitted by law.
- e. Cross Fit Ireland Ltd. or its assigns reserves the right to add the following fees to the Client's account balance should any of the following occur: fifteen euro (€15.00) for an unpaid credit/debit card debit; fifteen euro (€15.00) for an unpaid customer check; and a fifteen euro (€15.00) late fee for payments received more than ten (10) days after the due dates are assessed.

## **6. Defaults**

- a.** Client shall be deemed in default of this Agreement upon the failure to comply with any of the terms and conditions of the Agreement, including, but not limited to, the obligation to make any payment as and when due.
- b.** Upon default, CrossFit Ireland Ltd. shall have all rights and remedies available, including termination of this Agreement and institution of an action for all applicable damages.
- c.** If Cross Fit Ireland Ltd. delays or refrains from exercising any rights under this Agreement, Cross Fit Ireland Ltd. does not waive, nor will Cross Fit Ireland Ltd. lose those rights. If Cross Fit Ireland Ltd. accepts late or partial payment from the buyer, CrossFit Ireland Ltd. does not waive the right to receive full and timely payments and other charges due under this Agreement.
- d.** Cross Fit Ireland Ltd. reserves the right to transfer its rights in respect of monies and/or charges and/or fees and/or expenses due and owing to Cross Fit Ireland Ltd by virtue of this said agreement and the default thereof, to a third party following the issuance of a demand

## **7. Cancellation – Termination**

- a.** The Client may cancel this Agreement at any time prior to midnight of the seventh day after the date of the Agreement. To cancel this Agreement, the Client must email or deliver a signed and dated notice that states that Client is cancelling the Agreement thereafter the Client may only terminate or cancel the Agreement subject to the following;
  - i.** If by reason of death or disability, Client is unable to receive all Cross Fit Ireland Ltd. services for which Client has contracted, Client and Client's estate shall be relieved from the obligations of making payment for services other than those received or obligated prior to death or the onset of disability (subject to signed doctor's certificate regarding the nature of disability);
  - ii.** If by reason of the Client is permanently moving their place of residence in excess of 60km from where they currently reside further away from the Cross Fit Ireland Ltd premises, upon 60 day's notice in the prescribed form, Cross Fit Ireland Ltd may agree to the termination of this Agreement upon the furnishing by the Client of proof of their new residence.

- iii. If client has prepaid any sum for services, client is not entitled to a refund.
- b. After 12 months, being the agreed duration of the contract, the Client may upon (60) days notice to CrossFit Ireland Ltd; terminate this Agreement. The terms and conditions of said agreement continue to be binding on the Client and Cross Fit Ireland Ltd until that said notice period expires. The client is not entitled to a refund of any prepaid sum for services. The Client must notify their intention to terminate this agreement by completing the online cancellation form provided by the management. The said 60 days written notice to Cross Fit Ireland Ltd to terminate this agreement shall commence upon the completion of the cancellation form.

### **9. Limitation of Liability**

- a. Unless controlling legal authority requires otherwise, claim is limited to actual compensatory damages. Specifically, neither an arbitrator nor a court can award either party any indirect, special, incidental or consequential damages, even if one party told the other party that they might suffer these damages.

### **10. Governing Law**

- a. This Agreement shall be governed by and interpreted in accordance with the laws of the Ireland, and each of the parties irrevocably agrees to the non-exclusive jurisdiction of the courts of Ireland.

### **11. Independent Advice**

- a. Cross Fit Ireland Ltd. has provided the Client with a copy of this Agreement for review prior to its acceptance, and has advised the Client to take such time as is needed to consider the reasonableness of this Agreement prior to signing it and to have the Agreement reviewed by such advisors, legal or otherwise, as the Client considers appropriate. The Client, by signing this Agreement, acknowledges that the Client has either had the Agreement reviewed by such advisors as the Client considers appropriate in the circumstances, or decided that it was not necessary to have the Agreement reviewed.

### **12. Release of Liability and Assumption of Risk**

- a. Client understands and acknowledges that participating in the fitness classes, personal training sessions, nutritional programs, services, and related activities provided by Cross Fit Ireland Ltd. to its members (the "Fitness Program") may

involve strenuous physical activity, gymnastic movements, aerobic conditioning machinery and nutritional programs.

- b. Client understands and acknowledges that participating in the Fitness Program involves the risk of injury and of death, whether caused by the Client or someone else and that potential injuries include heart attack, muscle strains, pulls or tears, broken bones, shin splints, heat exhaustion, knee injuries, lower back injuries, and soreness.
- c. Client understands and acknowledges that the risks of participating in the Fitness Program include, but are not limited to, injuries caused by the negligence of an instructor or other person, defective or improperly used equipment, over-exertion of a client, slip and fall by Client, or an unknown health problem of the Client. In consideration of being able to participate in the Fitness Program, the Client hereby accepts the risks of injury and of death associated with participation in the Fitness Program and agrees that Cross Fit Ireland Ltd., its officers, directors, employees, volunteers, agents and independent contractors will not be liable for any injury, including without limitation, personal, bodily, or mental injury, economic loss or any damage to the Client, the Client's spouse, guests, unborn child, or relatives, resulting from the negligence of Cross Fit Ireland Ltd. or anyone on Cross Fit Ireland Ltd.'s behalf or anyone participating in the Fitness Program, whether related to exercise or not. Further, Client understands and acknowledges that Cross Fit Ireland Ltd. is providing recreational services and agrees that Cross Fit Ireland Ltd. may not be held liable for defective products.

### **13. Notice**

- a. Any and all official notices, demands, or other communications required or desired to be given hereunder by the Client to Cross Fit Ireland Ltd. shall be in writing and shall be validly given to or made to Cross Fit Ireland Limited if personally served, or if deposited in An Post, certified or registered, postage prepaid, to the address below:

Cross Fit Ireland Ltd.

Rocky Valley Drive

Kilmacanogue

Co. Wicklow

