

Be sure to read the Terms & Conditions before purchasing your performance training plan or other products and services. This is an agreement between you (the Athlete and/or Parent of an Athlete) and Athletic Evolution SPT LLC.

By completing the joining process on our app or website and becoming a team member of Athletic Evolution SPT, you are accepting all the terms and conditions in this membership agreement. Once you have indicated your acceptance, this agreement will become legally binding on you and us.

**You should only join if you have read them and accepted them.**

## Session Types

- Sessions: training workouts delivered
  - In person Training: Live training at an Athletic Evolution SPT LLC facility or other location.
  - Virtual Training: Live training via Trainerize streaming.
    - Athletes must have reliable internet service to participate, or
  - Online: Customized programs available through the Athletic Evolution SPT's online platform (Trainerize) that you perform in your home or local gym.
- These sessions may be:
  - Private Training: one-on-one training with a customized workout plan
  - Semi-Private Training: session with 2-4 athletes.
    - Each participant will have an individualized workout
  - Small Group Training (SGT): session with 5-8 athletes.
    - This session will have exercises/programming designed for the particular class theme and participating athletes, with small variations for individual athletes to accommodate training goals,
  - Large Group Training (LGT): session with 9-12 athletes.
    - This session will be a fully instructor led workout. Modifications and adjustments will be made where necessary, or
    - Team Training: session designed for an organized team to be scheduled through club or coach.
      - Athletic Evolution SPT will work directly with the coach to design workouts and scheduling.

## Performance Plan Types

- Performance Packages
  - Available with a varying number of sessions and types that are available for 3 months.
  - Packages are paid in full (PIF).
  - Sessions must be used prior to the expiration date.
  - It is up to the Athlete to monitor their scheduling and expiration dates

- Performance Subscriptions
  - Available with a varying number of sessions and types that are available in 3 month agreements.
  - Subscriptions have automated payments for a specific number of sessions per month to be used by the next payment date.
    - **Sessions do not roll over**
  - It is up to the Athlete to monitor their scheduling and expiration dates.
- Special Programs
  - In the event that a registrant is unable to attend a session due to conflict, illness, or injury they forfeit that session; there are no make-up sessions nor can sessions be transferred to someone else beyond immediate family members.
  - In the event of a conflict (holiday, etc) during the Special Program group training sessions or events may be rescheduled on a case by case basis and to a time that is acceptable to the group.

## Medical Clearance

- Athlete and/or Parent agrees to promptly and fully disclose to Athletic Evolution SPT any injury, condition, or impairment that may have a deleterious effect on or be impacted by this training program.
- Athletic Evolution SPT's decision to discontinue training because of any condition which presents an adverse risk or threat to the health or safety of the athlete, the Coach, or others shall be definitive.
- Athlete and/or Parent certifies that they are physically capable of participating in a strength, flexibility, and movement or cardiovascular training exercise program and using the equipment associated with such training and has either:
  - had a physical examination and been given a physician's permission to participate in this training program; or
  - decided to participate in this training program without the approval of a physician.
- Athletic Evolution SPT Coaches are not Doctors, Physical Therapists, Sports Medicine Specialists, Therapists, Sports Psychologists, or Registered Dieticians (unless indicated as such on the staff bio page)...but we do have an excellent referral network for specific needs beyond the scope of our practice.

## Performance Plan Purchases

- **Performance Plan Purchases**
  - Performance Plans start on the purchase date and are available for 3 months.
  - All Performance Plan sessions need to be fully used before the expiration date after which any remaining sessions will be forfeited.

- The agreement to pay is with the person who gives consent to the Performance Plan. This must be the same person who fills out, or assists their child with, the screening form and makes the payment in full or initial payment and subsequent payments. It will be the person over 18 who signs these terms and conditions that will be responsible for any breach of these terms and conditions
- Athletes are entitled to all rights and privileges for the type of membership chosen.
- There may be an administration fee for changing membership terms or where there is any breach of the terms as set out on our website.
- Memberships and packages are personal to the member and are non-assignable, non-transferable, and non-refundable.
  - Memberships and packages may, however, be shared with immediate family members.

## Payments and Fees

- This is an agreement between you (the Athlete and/or Parent) and Athletic Evolution SPT.
- By completing the joining process and becoming a member of Athletic Evolution SPT, you are accepting all the terms and conditions in this membership agreement. Once you have indicated your acceptance, this agreement will become legally binding.
- You should only join if you have read the terms and conditions and accept them.
- If your Performance Plan has an initial registration fee, you agree to pay us the full registration fee and first month's Performance Plan fee by credit or debit card; this amount will be confirmed to you by email.
- If your Performance Plan has a recurring subscription amount, you agree to maintain a Direct Debit instruction with your bank (or recurring credit card payment) for the initial monthly subscription amount and subsequent monthly subscription payments will be due every month (30 days) until your Performance Subscription has expired.
- We reserve the right, at our discretion, to change our session, service, event, or merchandise fees. If this happens, we'll notify you by email not less than 2 months before the change is made.
- You agree to pay us the monthly subscription amount regardless of whether there is any temporary interruption in services during the period, foreseen or unforeseen; Performance Plan expiration dates will remain in effect.
  - In circumstances where we are required to close or restrict facilities for any reason, no refunds will be due.
    1. In this event, Athletic Evolution SPT will offer Virtual or Online training options for any in-person sessions that must be canceled.
- The fee relates to the use of the facility, scheduling sessions, services, or events, as well as purchasing merchandise. All other privileges associated with the membership are deemed to be an addition to the fee and are subject to change.
- If Athletic Evolution SPT LLC is unable to obtain contracted payment amounts due to outdated payment information or the removal of payment information or cancellation of linked cards to stop paying your membership fees;

- First incident will result in a warning, but no penalties. Payment, in full, must be made before resuming training.
- Second incident will incur a \$25 penalty fee. Payment, in full and including penalty fee, must be made before resuming training.
- Third infraction will result in membership or package termination, forfeit of any remaining credits, and your account information will be sent to accounts collections, which could result in a negative mark on your credit score.
- You agree to advise us promptly of any changes in circumstances refer to the cancellation policy below.
- You should not cancel your Direct Debit mandate with the Bank until the final month's payment has been drawn. Any returned or unprocessed payments will incur a penalty fee.

## Performance Plan Management

- To help clients stay motivated and on track to meet their performance, as well as health & fitness goals, all credits expire at the end of the package or subscription; check details of purchased program for specific information regarding expiration.

## Performance Plan Holds

- Performance Plans may be temporarily placed on hold due to vacation, illness or injury, or high school sport season.
  - Notice of freeze must be given to Athletic Evolution SPT via our [Performance Plan Hold Request Form](#) prior to the first day of the requested hold and will not be issued retroactively.
    - Holds can be issued from 2-12 weeks.
      - Holds longer than 12 week may be issued for members of the military on temporary duty assignment with advanced notification.
    - Holds may be terminated early at any time and without penalty.
    - Performance Plan reactivation after hold will require a \$25 reactivation fee.
  - All payments made prior to the requested hold will not be refunded.
  - Clients will not be billed during Hold, and billing will resume automatically upon end of the freeze period.
    - All prepaid clients will have memberships extended by the length of the hold.
- If client chooses to cancel membership during the hold or freeze period, written notification must be issued within 1 month (30 days) days prior to the end of the hold period, otherwise clients will be charged the remaining payments. (see Cancellation Policy below)
- Only under the following circumstances will we consider freezing memberships.

- Temporary illness or injury. The agreement may be frozen in the event of a temporary illness, injury, or medical condition which, in the written opinion of a doctor or other suitably qualified medical practitioner, prohibits exercise for a period of time.
- Extended travel of over 2 weeks
- High school sports season
- A Performance Plan Hold does not affect the minimum number of monthly payments or the length of Performance Plan purchased. Any Direct Debit payments remaining at the time of the hold will recommence for memberships on a monthly basis at the end of the hold period.
  - Extension of hold period: 30 days before the end of the initial hold period, further evidence must be provided by the member to Athletic Evolution SPT together with a request to extend the hold period.
- If the Performance Plan hold exceeds 3 months and the athlete wishes to terminate the agreement due to ongoing illness then the plan may be terminated in agreement with Athletic Evolution SPT. A member whose Performance Plan is terminated before the minimum term shall forfeit all the privileges of plan with immediate effect. There will be no entitlement to refund of any charges already paid.

## Performance Plan Cancellations & Expirations

- All payments made to Athletic Evolution SPT are final.
- Athletic Evolution SPT will not provide refunds retroactively for any cancellation requests.
  - For new purchases Athletic Evolution SPT, LLC may offer a cancellation and refund only if it is requested within five (5) business days of the original purchase and no sessions have been used.
  - Performance Plan fee will be refunded, minus a \$25 Cancellation Fee.
- Performance Plan cancellations are only processed by the submission of our [Performance Plan Cancellation Request Form](#).
  - It is the Athlete's (or Parent's) responsibility to provide written notice one month (30 days) in advance of the next billing date.
  - Cancellations are considered on a case-by-case basis.
  - Once cancellation has been made, Athletes are able to use their sessions until the session credits are exhausted within the time frame of the original performance plan.
  - All Performance Subscription cancellations will incur an early cancellation fee equal to 50% of the monthly billing cycle amount.
- Only under the following circumstances will we consider the cancellation of a subscription.
  - Relocation for in-person athletes only: This agreement may be canceled if the athlete moves to a permanent address more than 20 miles away from the facility.
  - Long term (over 2 month) illness or injury: This agreement may be canceled in the event of an illness, injury, or medical condition which in the opinion of a suitably qualified medical practitioner, prohibits exercise for 2 months or longer.
  - Hardship: This agreement may be canceled where the athlete's, or their household, financial circumstances have reduced to the extent where it makes it difficult to sustain

the Performance Plan. Please provide detailed information in the [Performance Plan Cancellation Request Form](#).

### Performance Plan Lapse & Reactivation

- If you choose to discontinue training at any time and return at a later date you will be subject to any rate increases at the time of re-enrollment.
- If lapse has been longer than one year, Athlete may be required to repeat the Initial Screen to resume training.

### Performance Plan Termination

- An Athlete whose Performance Plan is terminated due to rule or safety violations, theft, criminal behavior, etc. before the expiration date shall forfeit all the privileges of membership with immediate effect. There will be no entitlement to a refund of any charges already paid.
- Breach: This agreement may be canceled if Athletic Evolution SPT is in breach of contract. This includes not providing services, which may reasonably be expected by the member, or where standards fall below that detailed in the membership terms and conditions.

### Managing Permissions & Data

- There are certain email, SMS, and app-based communications which are necessary for us to send to all members, in connection with their membership, scheduling, etc. In order to do so we will process your personal data for the purposes of performing our contractual obligations to you under the terms of your membership. You cannot opt out of these communications.
- You may opt out of email and SMS communications that we may otherwise send for promotional or marketing purposes, but if you do, we cannot be held responsible for any loss incurred by you not receiving gym-related communications.
- All processing of your personal data will be in accordance with our [Privacy, CCTV & Cookie policy](#).
- For the safety and security of you, our other members and our staff, and for associated purposes of crime prevention and detection, we may operate 24-hour CCTV security at Athletic Evolution SPT. The images will be captured, processed and retained in accordance with our separate Privacy, CCTV & Cookie policy, available Access to such footage will also be governed by the provisions of that policy. We will securely store personal data including membership information and recorded CCTV footage in accordance with our privacy policy.

## Other Clauses

- Only the Athlete, the person named in the online joining process, can benefit from this agreement.
- If any of the terms of this agreement are invalid, unenforceable or illegal the remaining terms can still be enforced.
- Athletic Evolution LLC reserves the right to amend and update the terms and conditions of any membership. We reserve the right to make reasonable changes to the Terms & Conditions; you will be notified for changes and amendments but it is always advisable to check online at regular intervals for changes to these documents.
- You should only join if you have read the Terms and Conditions and accept them.
- You should print a copy of this agreement for future reference.