

C-7 TRAINING, LLC CLIENT AGREEMENT

Dear Client:

We are delighted that you chose C-7 (as defined below) and our variety of personal, group, and online physical training programs (the “**Training Services**”) to assist you in achieving your health and fitness goals. We can’t wait to get started with you, but first, we need to review and agree to C-7’s standard terms and conditions, which this Client Agreement (this “**Agreement**”) sets forth below.

In consideration of the agreement of C-7 Training, LLC, a Texas limited liability company (“C-7”), to provide you with Training Services, you agree to each of the following terms and conditions:

1. **Pricing.** Training Services shall be charged per 1-hour session (each, a “**Session**”). The following pricing (each, a “**Rate**”) shall apply to all Sessions.

<i>Single Private Sessions</i>	<i>\$140 per Session; \$1300 for 10-Session pack.</i>
<i>Semi-Private Sessions</i>	<i>\$90 per person per Session; \$800 per person for 10-Session pack.</i>
<i>Classes of 3 Clients</i>	<i>\$70 per person per Session.</i>
<i>Group classes of 4 or more</i>	<i>\$40 per person per Session.</i>

2. **Payment Terms.** All payments must be made in advance of the applicable Session. Payment can be made by cash, check (payable to Shannon Cave, or as C-7 may otherwise direct) or Venmo (payable to @Shannon-Cave, or as C-7 may otherwise direct). All amounts paid are non-refundable.
3. **Cancellation.** You may cancel any Session with at least 24 hours’ prior notice to C-7. Any amounts you pre-paid for a cancelled Session will not be refunded, but they may be applied to a future Session. If you cancel a Session with less than 24 hours’ prior notice, or if you fail to attend a scheduled Session, you will be charged the applicable Rate for that Session.
4. **Release.** You agree that a condition of C-7 providing you with Training Services is your execution of the liability waiver attached to this letter as Exhibit A (the “**Liability Waiver**”). You will not be permitted to attend any Session unless C-7 has your signed Liability Waiver on file. If you have not submitted your signed Liability Waiver by the beginning of any Session for which you have prepaid, you will not be permitted to participate, and C-7 may charge you for the Session.

5. Updates. You agree that C-7 may update these Terms and Conditions from time to time. If C-7 updates these Terms and Conditions, C-7 will provide you with a copy of such updates for your agreement. If you do not agree, C-7 may elect to terminate its provision of Training Services pursuant to this Agreement and to cancel your future Sessions. In such case, C-7 will refund you all amounts you have prepaid, except for any Sessions scheduled to occur within 24 hours of such cancellation. C-7 may update the Rates upon notice to you, but in such event, C-7 will not increase the Rates of Sessions for which you have already paid.

6. Disputes. You agree that this Letter will be governed by and construed in accordance with the laws of the State of Texas (without giving effect to its rules regarding conflict or choice of laws) and that any dispute arising hereunder will be adjudicated exclusively in the state or federal courts located in Dallas County, Texas (as well as any appellate court thereof).

[Signature Page Follows]

Please indicate your agreement to the terms set forth in this Letter by signing below.

Very truly yours,

C-7 TRAINING, LLC

By: _____
Shannon Cave

AGREED AND ACCEPTED:

(Signature)

(Name)

(Date)

(Address)

Exhibit A: Form of Liability Waiver

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I, _____ (referred to as “I”, “me”, or “my”), desire to participate in personal, group, or online training programs that may include strenuous physical activity, including, but not limited to, weight training, plyometrics, cardiovascular exercise, exercises using rebounders and/or trampolines, and other fitness and exercise activities (the “**Activity**”) provided by Shannon King Cave (“**Shannon**”) and/or C-7 Training, LLC, a Texas limited liability company (“**C-7**”) at 4330 Middleton Road, Dallas, Texas 75229 (the “**Middleton Location**”), such Activity to be conducted at the Middleton Location, at 3002 Wycliff Avenue, Dallas, Texas 75219 (the “**Wycliff Location**”) or at any other location (including, but not limited to, my or your residence) at which Shannon and/or C-7 might consent to conduct the Activity (such locations, together with the Middleton Location and/or the Wycliff Location, the “**Premises**”). In consideration of being permitted by Shannon and/or C-7 to enter the Premises and/or to participate in the Activity, and in recognition of Shannon’s and C-7’s reliance hereon, I agree to all the terms and conditions set forth in this agreement (this “**Release**”).

1. I have been strongly encouraged to consult with my physician prior to starting an exercise program or increasing the intensity of an existing program (in each case, including the Activity). I assume this responsibility as indicated by my signature and if I choose to, will act on this advice prior to the implementation of any recommendations made by Shannon and/or C-7. I hereby affirm that, to the best of my knowledge, I do not suffer from any condition that would prevent or limit my participation in this fitness program (including the Activity) and have not withheld any related information from Shannon and/or C-7. In addition, I acknowledge that if my health changes, it is my responsibility to recognize the change and seek medical advise to help me decide if my continued participation in any fitness program (including the Activity) or any part of any fitness program (including the Activity) is still right for me. I have been informed and understand that physical exercise (including the Activity) has been associated with certain risks, including but not limited to musculoskeletal injury, broken bones, shin splints, knee and lower back injuries, pulls or tears, spinal injuries, abnormal blood pressure responses, any other illness, soreness, or injury and in rare instances, heart attack or death. I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of serious injury, disability, death, and/or property damage. I am also aware of the highly contagious nature of bacterial and viral diseases, including, but not limited to, COVID-19 (collectively, the “**Illness**”) and the risk that I may be exposed to or contract the Illness by being on the Premises and engaging in the Activity, which may result in illness, personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Shannon and/or C-7 employees or others, including negligent emergency response or rescue operations of Shannon and/or C-7. I understand that while Shannon and/or C-7 have implemented measures to reduce the risk of injury from the Activity and the spread of the Illness, neither Shannon nor C-7 can guarantee that I will not be injured or become infected with any Illness or other infectious diseases while on the Premises or during my participation in the Activity and that being on the Premises and engaging in the Activity may increase my risk of contracting the Illness and/or being injured. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING THE PREMISES AND PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF SHANNON AND/OR C-7 OR OTHERWISE.

2. I hereby expressly waive and release any and all claims, now known or hereafter known, against Shannon and C-7 (as well as against C-7's officers, directors, manager(s), employees, agents, affiliates, members, successors, and assigns) (collectively, "**Releasees**") on account of personal or psychological injury, illness, pain, suffering, temporary or permanent disability, death, property damage, or financial loss arising out of or attributable to my being on the Premises or participating in the Activity, whether arising out of the ordinary negligence of Shannon, C-7 or any Releasees or otherwise. I covenant not to make or bring any such claim against Shannon, C-7 or any other Releasee, and forever release and discharge Shannon, C-7 and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities (each, "**Unreleasable Claims**") to the extent that Texas law does not permit such Unreleasable Claims to be released by agreement.

3. I confirm that I: (a) am in good health and proper physical condition and do not have any medical or other conditions that would impair my ability to participate in the Activity; and (b) each time I enter the Premises or participate in the Activity, I am not experiencing symptoms of the Illness (such as cough, shortness of breath, sore throat, congestion, headache, muscle or body aches, chills, or fever), do not have a confirmed or suspected case of the Illness, and have not come in contact in the last 14 days with a person who has been confirmed to have or suspected of having the Illness. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Activity and the Illness while on the Premises or participating in the Activity, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings and safety equipment. I will also follow all instructions, recommendations, and cautions of Shannon and/or C-7 at all times while on the Premises or during the Activity. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the Activity, or I begin experiencing symptoms of the Illness, I will immediately discontinue further participation in the Activity. I acknowledge that each of Shannon and C-7 are relying on these statements as material inducements to their agreement to allow me to participate in the Activity.

4. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless Shannon and C-7 from any claim based on such treatment or other medical services.

5. This Release constitutes the sole and entire agreement of Shannon, C-7 and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of Shannon, C-7 and me and each of our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Dallas County, Texas, and I hereby consent to the exclusive jurisdiction of such courts.

[SIGNATURE PAGE FOLLOWS]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE SHANNON AND C-7.

Signature

Print Name

Date

Address:

I am the parent or legal guardian of the minor named above. I have the legal right to consent and, by signing below, I hereby do consent to the terms and conditions of this Release.

Signature

Print Name

Date

Address:
