

## **Terms and conditions and Privacy policy**

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the services provided by **Fuel Fitness Training and Bootcamp LLC** ("us", "we", or "our").

### **Membership Eligibility:**

By accessing or using our gym facilities, personal training services, and classes, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into this agreement. If you are accessing or using our services on behalf of a minor, you must be the parent or legal guardian of such minor.

### **Membership and Fees:**

- a. Membership: Membership options, fees, and terms are available on our website or through our membership representatives. By purchasing a membership, you agree to abide by the terms and conditions outlined herein.
- b. Fees: Membership fees, personal training rates, and class fees are subject to change at our discretion. We will notify you of any fee changes in advance.

### **Personal Training:**

- a. Scheduling: Personal training sessions must be scheduled in advance with your designated trainer. Sessions may be subject to availability and cancellation policies.
- b. Cancellations: If you need to cancel or reschedule a personal training session, you must provide at least 24 hours' notice to avoid being charged for the session.
- c. Liability Waiver: All participants in personal training sessions must sign a liability waiver and health assessment form before starting any training program.

### **Classes:**

- a. Class Schedule: We offer a variety of fitness classes, which may vary in duration, intensity, and focus. Class schedules are subject to change, and we will make reasonable efforts to notify members of any schedule changes.
- b. Class Registration: Members may register for classes in advance through our website or mobile app. Walk-ins may be accepted if space permits.
- c. Cancellations: If you need to cancel your class registration, you must do so at least 2 hours before the scheduled start time to avoid being charged for the class.

### **Code of Conduct:**

- a. Respect: We expect all members to treat each other, our staff, and our facilities with respect and courtesy at all times.
- b. Safety: Members must use gym equipment and facilities in a safe and responsible manner, following all posted instructions and guidelines.
- c. Prohibited Conduct: Any behavior that is disruptive, abusive, or violates our policies may result in immediate termination of membership without refund.

### **Liability Waiver:**

- a. By using our gym facilities, personal training services, and classes, you acknowledge and assume all risks associated with physical exercise and agree to release, indemnify, and hold harmless Fuel Fitness Training and Bootcamp LLC, its owners, employees, and affiliates from any liability for injuries or damages arising from your participation in our services.
- b. All participants must sign a liability waiver and health assessment form before using our facilities or participating in personal training sessions or classes.

### **Privacy Policy:**

- a. We collect, use, and safeguard your personal information in accordance with our Privacy Policy. By using our services, you consent to the collection and use of your information as described in the Privacy Policy.

### **Termination:**

- a. We reserve the right to terminate or suspend your membership or access to our services at any time for violation of these Terms and Conditions or for any other reason at our discretion.
- b. You may terminate your membership at any time by providing written notice to Fuel Fitness Training and Bootcamp LLC. Refunds for prepaid membership fees may be subject to our cancellation policy.

### **Governing Law:**

These Terms and Conditions shall be governed by and construed in accordance with the laws of and regulations of the State of Florida and the United States federal government, without regard to its conflict of law provisions.

### **Changes to Terms:**

We reserve the right to modify or replace these Terms and Conditions at any time. Any changes will be effective immediately upon posting on our website or notifying members through other means.

### **Contact Us:**

If you have any questions about these Terms and Conditions, please contact us at [info@fuelfitnessallahassee.com](mailto:info@fuelfitnessallahassee.com)

By using our gym facilities, personal training services, and classes, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions

Effective Date: 5/01/2024

**Fuel Fitness Training and Bootcamp LLC ("we" or "us")** is committed to protecting the privacy and security of your personal information. This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you visit our fitness club, including any website or mobile application associated with our services.

**Information We Collect:**

- a. Personal Information:** We may collect personal information such as your name, contact information, date of birth, emergency contact details, and payment information when you sign up for membership or participate in our fitness programs.
- b. Health Information:** In order to provide you with personalized fitness services and ensure your safety during workouts, we may collect health-related information such as medical history, fitness goals, and exercise preferences.
- c. Usage Information:** We automatically collect certain information about your use of our facilities and services, including your attendance records, exercise activities, equipment usage, and interactions with our staff.
- d. Device Information:** We may collect information about the devices you use to access our website or mobile application, including device type, operating system, IP address, and browser type.

**How We Use Your Information:**

- a. To Provide Services:** We use your personal information to manage your membership, provide fitness classes and training sessions, track your progress, and communicate with you about our services.
- b. To Improve Services:** We may analyze usage data to understand how our facilities are being used and to enhance the quality of our programs, equipment, and amenities.
- c. For Marketing Purposes:** With your consent, we may send you promotional offers, newsletters, and other marketing communications about our fitness club and related products or services.
- d. For Safety and Security:** We use health and attendance information to ensure the safety of our members and staff, and to respond to emergencies or incidents that occur on our premises.

**Information Sharing:**

- a. Service Providers:** We may share your information with third-party service providers who assist us in operating our fitness club, such as payment processors, IT support providers, and marketing agencies.
- b. Legal Compliance:** We may disclose your information when required by law or in response to lawful requests from government authorities, courts, or law enforcement agencies.

**Data Security:**

We implement appropriate technical and organizational measures to protect your personal information against unauthorized access, disclosure, alteration, or destruction. However, no method of transmission over the internet or electronic storage is 100% secure, and we cannot guarantee absolute security.

**Your Choices:**

You have the right to access, update, or delete your personal information by contacting us. You may also opt-out of receiving marketing communications from us at any time by following the unsubscribe instructions provided in our emails or by contacting us directly.

**Children's Privacy:**

Our services are not intended for individuals under the age of 18. We do not knowingly collect personal information from children without parental consent. If you believe that we may have collected information from a child without proper consent, please contact us immediately.

**Changes to This Policy:**

We may update this Privacy Policy from time to time to reflect changes in our practices or legal requirements. We will notify you of any material changes by posting the updated policy on our website or mobile application.

**Contact Us:**

If you have any questions or concerns about this Privacy Policy or our data practices, please contact us at [info@fuelfitnessallahassee.com](mailto:info@fuelfitnessallahassee.com)