

FRANK TRAINING, LLC
TERMS OF SERVICE

1. **Services.** Frank Training, LLC (“Frank Training”) hereby offers to Member comprehensive and individualized middle and long distance running training services including race preparation, training plans, assessment and training sessions/workouts (the “Service”) subject to the terms and conditions herein.
2. **Training Fees.**
 - a. **Fees.** Member shall pay a training fee in the amount of: \$250.00 on the first of each month during the Term of this Agreement. Each Month’s fees payment is non-refundable except as expressly set forth herein.
 - b. Frank Training may adjust monthly fees upon giving Members sixty days (60) days prior notice. Frank Training may adjust any fees other than monthly fees at any time at its sole discretion.
 - c. **Form of Payment.** Monthly fees and incidental charges are payable on the first each month via PayPal from a Member authorized account or credit card. Member agrees to automatic monthly periodic payment to be made from the Member’s account or authorized credit card. Member shall pay any service charge incurred by Frank Training as a result of a dishonored payment. Late payment shall be a basis for immediate termination of this Agreement.
3. **Term.** The initial term of Membership is three months, after which the Membership shall renew automatically for one month terms unless the Member gives notice of cancellation. “Term” shall mean the initial term and any renewal term. Frank Training may cease offering the Service to Member at anytime for any reason. In the event Frank Training terminates this Agreement without cause, the Member shall be refunded a *pro rata* portion of that month’s dues only and Frank Training shall be liable for no other refund, sum or damage.
4. **Member obligations.** Member agrees to abide by the rules, regulations and schedules of Frank Training, which may be posted on Frank Training’s website or issued via email or orally, and which may be amended from time to time at Frank Training’s sole discretion. A Member’s failure to follow the rules, regulation or schedules shall be the basis for immediate termination of this Agreement by Frank Training.
5. **Guests.** Guests shall not be permitted to attend workouts or to use the Frank Training website or Services without express prior consent of Frank Training. Any guest shall be bound by the terms of this Agreement and any amendments or rules then in effect.
6. **Freeze Policy.** If Member is medically unable to train, the Member may request a freeze of his or her membership in monthly increments. Members shall provide a doctor's note at the time of request if demanded by Frank Training.
7. **Indemnity.** Member shall indemnify, defend and hold harmless Frank Training, its principal(s), officer(s), directors, employees, contractors and agents from any injuries, losses, damages, expenses (including reasonable attorneys’ fees), settlements, assessments, set-offs, liens, recoveries or judgments arising from, or related to, any claim, demand, action, arbitration or proceeding relating to, or arising (either in whole or in part) from Member’s actions, omissions, negligence, recklessness and/or

intentional acts. Each party shall promptly notify the other of any claim, notice, demand, action, or proceeding.

8. Member's Health Warranties. Member warrants and represents that:
- a. Member is in good health and has no disability, impairment, injury, disease, or ailment, preventing him or her from engaging in active or passive exercise or which could cause increased risk of injury or adverse health consequences as a result of exercise;
 - b. Member has not been instructed by any physician or other health professional not to perform activities which are the subject of this Agreement or any other exercise or physical activity;
 - c. Member is on no medication or supplement that would impair or prevent training or participation in training activities;
 - d. Member uses the following splints, braces or orthotics (NONE IF

BLANK): _____

_____;

- e. During the Term of this Agreement Member shall immediately notify Frank Training of any change of facts or circumstances which may affect that Member's health or the Health Warranties herein.
9. Medical Disclaimer. Frank Training is neither licensed nor accredited with respect to the treatment or diagnosis of any medical or physical condition or disease. Frank Training has neither suggested nor will it suggest any medical treatment to Members. Only licensed medical professionals are qualified to give medical advice. Member is instructed not to act on the advice given by any Frank Training staff person unless such advice has been verified by Member's duly licensed health professional prior to Member acting on such advice.
10. Risk to Member. Any strenuous athletic or physical activity involves certain risks. Without limitations, the Service involves the risk of injury, serious injury and/or death. Member and Member's guest(s) assume the risk of any and all accidents or injuries of any kind that may be sustained by or in connection with Service and release and hold Frank Training harmless, and discharge and absolve Frank Training, its principals, directors, officers, agents, contractors, affiliates and employees from any damages or responsibility except if such accident or injury is the result of the willful misconduct or gross negligence of Frank Training, its affiliates, agents, contractors or employees. Member assumes full responsibility for his or her use of the Service provided hereunder. Physical examinations by Member's physician are recommended for Member before commencing any exercise program and especially for Members who are at risk or Members unaccustomed to physical exertion, or who have physical limitations.
11. Loss of Property. Frank Training is not responsible for any lost, damaged, disappeared or stolen property of the Member.

12. Availability of Services. Frank Training shall determine in its sole discretion whether to temporarily suspend Services due to weather or any other condition or occurrence. Services may be suspended temporarily at anytime, with or without, notice.
13. Schedules. Frank Training shall in its sole discretion determine all schedules for training, workouts and other matters which are subject to change at any time with or without notice. Member must be present on time for training sessions which will commence promptly. Frank Training has no responsibility for Member's late attendance. Frank Training shall determine the location of training sessions.
14. No Warranties. FRANK TRAINING PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND GRANTS NO WARRANTIES OF ANY KIND.
15. Miscellaneous. This Agreement along with the rules of Frank Training constitutes the entire understanding of the parties. This Agreement supersedes all prior representations and understandings between the parties on the subject matter contained herein. No modification or amendment shall be effective if not in writing and signed by both parties. Any actions or proceedings relating to or arising from this Agreement or the Services shall be brought exclusively in the courts in the State and County of New York. This Agreement shall be governed by the law of the State of New York, excepting its choice of law rules.
16. This agreement ("Agreement") is made between the undersigned ("Member") and Frank Training, LLC, effective as of the date of Member's signature below.

MEMBER

Address:

Signature

Print Name

Date:

Email: _____

Phone: _____

initials