## The Fitness First

## FITPASS PREPAID PACKAGE TERMS & CONDITIONS

- 1. FITPASS packages must be paid up-front and in full at the time of purchase. Validity starts upon purchase. Any credits not used within the validity period will be deemed null and void. Refer to Appendix 1 table for validity period by package type.
- 2. Booking classes must be made via Fitness First Asia mobile app. One class booked is equivalent to 1 credit except for selected classes.
- 3. Please be at the club at least 15 minutes before class starts.
- 4. You will be charged a full session for any appointments that you failed to attend or you failed to cancel at least a minimum of 6 hours in advance of the appointment.
- 5. You must verify each visit at the reception, this includes credits forfeited as a result of no-shows or cancellations. You must keep your password private and confidential. Please change your password after initial log in.
- 6. A credit will be deducted to FITPASS Gym Credit Members should they leave the club premises and come back to use club facilities again. FITPASS Members are not allowed to leave their personal belongings in the lockers once they leave the club.
- 7. Class Credit Members are allowed to book one slot per class.
- 8. In the event that credits will not be used, membership expires or is terminated by the club, the remaining unused credits are non-refundable and nontransferable.
- 9. You may change your membership type if you decide to commit to a longer-term plan. Terms and conditions for both membership type will apply.
- 10. You may purchase any of our PT Packages at a regular price. PT sessions come with 1 credit.
- 11. Since this is a prepaid membership package, we do not allow freezing of membership and we do not allow moneyback guarantees.

## **MEMBERSHIP AGREEMENT**

- 1. This agreement is valid for FITPASS members of Evolution Wellness Philippines Inc., applicable within Fitness First Clubs in the Philippines.
- 2. By signing this agreement, you agree to all terms and conditions and acknowledge that you received a duplicate copy of it. This agreement is also applicable to future purchases of FITPASS packages.
- 3. The use of the facilities at Fitness First (hereafter referred to as the Club) naturally involves risk of injury to you whether you or someone else caused it. As such, you understand and voluntarily accept such risk and agree that the Club will not be liable at all times for any injury including, without limitation, personal, bodily or mental injury, economic loss or any damage to you resulting from the negligence or other acts of the Club or anyone else using the facilities. If there is any claim by anyone based on any injury, loss or damage described here, which involves you, you agree to 2.1) defend the Club against such claims and pay the Club for all expenses relating to the claim and 2.2) indemnify the Club for all liabilities to you or anyone else, resulting from such claims.
- 4. You represent that you are in good physical condition and have no medical reason, impairment or disability that might prevent you from using all the Club facilities and Fitness Training services. As such, you acknowledge that the Club did not give any medical advice before and after you signed this agreement, relating to any physical condition and ability to use the Club facilities. If you have any health or medical concerns, now or after signing this agreement, it is your responsibility to discuss them with your doctor before using the Club facilities.
- 5. No claims whatsoever may be made against The Club for any change or temporary or permanent suspension on such operations, services or facilities as FITPASS credits provide access to all clubs.
- 6. Referral benefits are applicable to monthly recurring members if they successfully refer a member through monthly subscription.
- 7. You represent that you have relied solely on the FITPASS Member Agreement Terms and Conditions stated herewith and have not relied on any other information, written or verbal, pertaining to the purchase of FITPASS from Fitness First.
- 8. Fitness First reserves the right to revise this agreement at any time.