



Fun Fitness Globetrotters

Luxury Fitness Vacations
www.funfitnessglobetrotters.com

CLIENT AGREEMENT

This Client Agreement (the "**Agreement**") is made as of _____ ("**Effective Date**"), between Fun Fitness Globetrotters, a California sole proprietorship with headquarters at 216 F St. #92, Davis, CA 95616 U.S.A. ("**FFG**") and _____, an individual residing at _____ (the "**Client**"). The parties may be referred to collectively as "**Parties**", or individually as "**Party**".

1. **Booking, Fees, and Payment.** If a reservation for an FFG retreat (the "**Retreat**") is made more than eight (8) weeks prior to the start day of a Retreat (the "**Start Date**"), a deposit (the "**Deposit**") of 50% of the total Retreat fee (the "**Fee**") must be received by FFG for a reservation to be viable and valid. Upon FFG's receipt of the Deposit, FFG shall send Client electronic confirmation of FFG's receipt of the Deposit and Client's concomitant reservation. Full payment of the Fee (the "**Total Payment Due Date**") must be paid by Client to FFG no less than four (4) weeks before the Start Date unless otherwise agreed between both Parties in writing; in the event the Client does not pay the remaining balance of the Fee on or before the Total Payment Due Date, then Client's reservation shall be deemed cancelled and Client shall be entitled to a refund pursuant to Section 2, *herein*. If a reservation is made less than (8) weeks prior to the Start Date, Client is required to pay the entire Fee at the time of booking. Reservations may be made via telephone or email. Payment method of a Retreat is online or as otherwise designated by FFG. Client must submit a signed Client Agreement within one (1) week of booking or 90 days prior to the Start Date, whichever comes first. FFG reserves the right to decline a booking at its sole discretion.

2. **Cancellations by Client.** The Client may cancel this Agreement at any time. The cancellation (the "**Cancellation**") must be received by FFG in writing, and the following Cancellation charges shall apply: (a) if the Cancellation is received prior to the Total Payment Due Date, any payments made by Client (including the Deposit) shall be refunded in their entirety to Client without any Cancellation charge; (b) if the Cancellation is received more than three (3) weeks before the Start Date, 75% of any payments made by Client shall be refunded to Client; (c) if Cancellation is received two (2) weeks or less before the Start Date, either (i) 100% of any payments by Client shall be retained by FFG as a Cancellation charge, or (ii) Client may elect to receive a 100% credit toward another Retreat with FFG to occur at a mutually convenient time in the future; *provided, however*, that if FFG is able to book and receive full payment in the equivalent amount of the Fee from another Client to replace the booking subject to the Cancellation, then Client shall be entitled to a 100% refund subject to a \$100US cancellation charge. If Client does not attend the Retreat there will be no refund absent extraordinary circumstances as determined by FFG in its sole discretion; *provided, however*, that every effort shall be made by FFG to book the Client for a Retreat at a later available date. FFG shall not be required to compensate Client for airfare, loss of work, and/or other associated costs incurred by Client with regards to a Retreat.

3. **Cancellations by FFG.** FFG will use its best efforts to ensure Retreats are run on the date specified. However, FFG reserves the right to cancel Retreat bookings in certain circumstances and, if this happens, a full refund of all deposits and/or payments will be given to Client or Client may elect to receive a 100% credit toward another Retreat with FFG to occur at a mutually convenient time in the future; *provided, however*, that FFG shall not be required to compensate Client for airfare, loss of work, and/or other associated costs incurred by Client with regards to a Retreat.

4. **Passports; Air Transportation.** FFG is not responsible for assisting Client in procuring a passport. International airfare is not included in the Fee, unless noted in the Retreat itinerary. Client may secure air arrangements by him/herself or pay a service fee to FFG for ticketing. Fuel or baggage related fees charged



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by an airline and government taxes/fees are responsibility of the Client and are subject to change at any time.

5. **FFG Services.**

5.1 FFG reserves the right to amend the content of services it provides (the "**Services**") at any time without notice to the Client due to factors *including, but not limited to*, Client's physical fitness, the weather, or qualifications and experience of the Client and the staff employed or hired by FFG. If there is a significant change in the Retreat, FFG will notify the client as soon as practicable, and FFG shall seek to offer Client arrangements as close to the original as is reasonably possible in the circumstances, or an alternative date, or a *pro-rata* refund based on services amended.

5.2 FFG makes every effort possible to accurately reflect its services on its website and any related marketing materials, however, at times it may be necessary for FFG to amend any part of the Services provided.

5.3 If the Client chooses not to participate or accept any or part of the Services, FFG is not obliged to offer any suitable alternative and the Client will not be entitled to any refund. If Client causes danger or damage to any person, or threatens the wellbeing, safety and health of any other Client, employee or property, (as determined by FFG in its sole discretion), then FFG and any of its agents and suppliers may at their sole discretion have the Client immediately removed from the Retreat without any refund whatsoever. FFG will have no liability to the Client in such circumstances and will not be liable for any costs incurred. Client is not permitted to bring third parties, alcoholic beverages, or drugs to the Retreat at any time, and Client's failure to comply with the foregoing provision is grounds for Client's immediate removal from the Retreat without any refund whatsoever; *provided, however*, that prescription medication lawfully prescribed by Client's treating physician is permitted.

5.4 Unless otherwise agreed to the Parties in writing, the Services are defined as follows: (a) all accommodations as agreed to by the Parties, (b) all breakfasts, lunches, dinners, and unlimited purified water bottles (c) a bike and bike lock (subject to a \$100US refundable security deposit), (d) daily cardio/strength training and yoga classes, energy cleansing ceremony, and daily massage, (e) maid service, (f) laundry service, (g) access to FFG private beach club, (subject to availability; Client responsible for all club fees), (h) beach towel, chair, umbrella, snorkel gear, body board, (i) airport pick-up and drop-off in luxury Suburban or equivalent subject to availability, and (j) downtown Playa del Carmen shuttle. FFG offers Retreat add-ons for Clients, such as cooking class ("**Add-ons**"); payment by Client for Add-ons shall be online or as otherwise designated by FFG.

6. **Medical Concerns.** The Retreat involves travel to a foreign country and includes a fitness component (including, but not limited to, daily cardio/strength training and yoga, biking, body boarding, snorkeling, walking, and jogging) and is designed for use by Clients of average mobility and strength who are in reasonably good health. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, arthritis, tendonitis, and other joint and musculo-skeletal problems may all impair the safety and well being of Clients in the Retreat. All such conditions may increase the inherent risks of the experience and cause the Client to be a danger to her/himself or others. Clients with underlying medical conditions, including those set forth above, that put them at greater risk of injury or illness during participation in the Retreat must carefully consider those risks before choosing to participate in the Retreat, and Clients must fully inform FFG in writing of any such condition prior to the beginning of the Retreat. FFG is not responsible for any medical expenses incurred by Client. The Client is responsible for his/her own personal clothing, footwear, toiletries and medical items.



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7. **Travel Insurance.** FFG strongly encourages Client to carry travel insurance for the Retreat. Client will be solely responsible for arranging travel insurance, and FFG will not be liable for any damages or deficiencies in Client's travel insurance coverage.

8. **Release.** Upon execution of this Agreement, Client releases and discharges FFG, its agents, predecessors, and successors and assigns and their respective officers, directors, employees, from any and all claims, demands, causes of action, obligations, and liabilities of every kind and nature whatsoever which each had, or claims to have had, or now has, against the other, which relates to or arises out of Client's participation in Retreat, or any agreements, transactions, events or circumstances occurring prior to the date of execution of this Agreement. It is further understood and agreed that each party hereby waives any and all rights under Section 1542 of the Civil Code of the State of California which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

9. **Photography, Video & Testimonials.** Any likeness or image of Client secured or taken on any Retreat may be used by FFG without charge in all media (whether now existing or in the future invented) for *bona fide* promotional or marketing purposes, including without limitation FFG's website, and other promotional materials of any type such as brochures, slides, video shows or the internet. Any written feedback supplied to FFG may also be used for purposes as detailed above.

10. **General Provisions**

10.1 **Litigation Expenses and Attorneys' Fees.** If any legal action or other proceeding is brought under this Agreement, in addition to any other relief to which the successful or prevailing party (the "**Prevailing Party**") is entitled to, the Prevailing Party is entitled to recover, and the non-Prevailing Party shall pay, all (a) reasonable attorneys' fees of the Prevailing Party, (b) court costs, and (c) expenses, even if not recoverable by law as court costs (including, without limitation, all fees, taxes, costs and expenses incident to any legal action, appellate, bankruptcy, or post-judgment proceedings). For purposes of this Section, the term "**Attorneys' Fees**" includes, without limitation, paralegal fees, investigative fees, expert witness fees, administrative costs, disbursements, and all other charges billed by the attorney(s) to the Prevailing Party.

10.2 **Governing Law; Venue.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California. The Parties hereby agree that any suit, action or proceeding arising out of or relating to this Agreement shall be instituted in any court of competent jurisdiction in the State of California, Yolo County. The Parties irrevocably submit to the jurisdiction of said courts, and waive any rights to object to or challenge the appropriateness of said forums.

10.3 **Independent Contractors.** The Parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Neither Party may take any binding action on the other Party.

10.4 **Force Majeure.** Neither Party hereto shall be responsible for any failure to perform its obligations under this Agreement if failure is caused by acts of nature, war, strikes, failure of the Internet, revolutions, lack or failure of utilities or transportation facilities, laws or governmental regulations or other causes which are beyond the reasonable control of such Party.

10.5 **Severability; Headings.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or



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invalidated in any way. The Parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section, or in any way affect this Agreement.

10.6 **Entire Agreement; Waiver.** This Agreement embodies the entire agreement between, and understanding of, the Parties and supersedes all prior agreements, negotiations, correspondence, and understandings between the Parties with respect to the subject matter hereof. No provisions of this Agreement shall be deemed waived by either Party unless such a waiver is in writing signed by the Party sought to be charged with such waiver. The waiver by either Party of any term, covenant, agreement, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement, or condition or provision of this Agreement.

10.7 **Counterparts.** This Agreement may be executed via electronic signature with our fillable PDF of the Agreement as provided to Client, and in counterparts, which Client shall return to FFG via email, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Fun Fitness Globetrotters

Client

Signature

Signature

Print Name

Print Name

Title

Date

Date