



PANACHE GLOBAL CORPORATION dba BODY COUTURE
4368 NORTH FEDERAL HIGHWAY, FORT LAUDERDALE, FLORIDA, 33308.
954.772.2799

NAME: _____

ADDRESS: _____

PHONE NO. _____ E-MAIL ADDRESS _____

EMERGENCY CONTACT _____

INITIAL:

I have been informed of the cost of all Pilates and Fitness training and class packages. I agree to pay this fee at the time of service and realize that I will be charged for a class if 24 HOUR NOTICE is not given when canceling or rescheduling an appointment.

I have been informed and acknowledge that Pilates and Fitness exercise training programs are a potentially hazardous activity, I do so participate at MY OWN RISK. I am aware that an injury may occur by virtue of participating in a Pilates and Fitness training and/or class.

I hereby state that I am physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation. I acknowledge that I have had a physical examination and been given my physician's permission to participate, or that I have decided to participate in the activity without the approval of my physician and do hereby assume all responsibility for my participation and activity.

I hereby certify that I am 18 years of age and I have read the contents of this informed consent and release of liability and agree to be bound by the reasonable rules and regulations adopted by BODY COUTURE with the use of its facilities and equipment. I do hereby release and discharge BODY COUTURE its officers, directors, board members, agents, shareholders, employees, instructors, contractors, land lords, lessors, volunteers, representatives, successors and/or assigns, individually and in any capacity or relationship with or for any other from all liabilities, claims, demands, injuries, damages, actions or cause of actions and from all acts of negligence on the part of BODY COUTURE or the facility on behalf of myself and my legal representatives, heirs, successors and or assigns. This release shall unequivocally release BODY COUTURE its affiliates, officers, shareholders, directors, employees and instructors from all claims, injuries and damages, present or future, anticipated or unanticipated, resulting from or arising out of my use or intended use of the facilities or equipment. To receive a refund I agree to give written notice within seventy two hours after purchase as required.

I HAVE READ THE ABOVE STATEMENTS AND UNDERSTAND THE CONDITIONS.

Client Signature: _____ Date: _____

Witness: _____ Date: _____

Health and Medical Screening Form Questions:

Please check **YES** or **NO**

	YES	NO		YES	NO
Back pain			Heart attack		
Neck pain			High blood pressure		
Osteoporosis			Hypoglycemia		
Arthritis			Numbness		
Cancer			Weakness		
Circulatory Disease			Pregnant (currently)		
Diabetes			Seizure disorder		
Dizziness			Shoulder impairment		
Fainting disorder			Pinched nerve		
Heart disease			C-section		

FILL OUT ALL INFORMATION. WRITE N/A IF IT IS NOT APPLICABLE TO YOU.

General health (Check) ___ Excellent ___ Good ___ Fair ___ Poor

Previous fitness activity and frequency _____

Do you have previous experience with Pilates, TRX, Zumba and/or Ballet Fusion?

Medications: _____

Previous injury: _____

Previous surgeries in the last 2 years: _____ Do you feel pain in the chest when doing physical activity? _____ Are there any other conditions which may preclude you from performing the exercises/activities? _____

If there is anything you think we should know and have not asked, please explain:

If you answered **YES** to one or more of these questions, talk with your doctor by phone or in person before starting this or any exercise regimen. Tell your doctor about the questionnaire and which questions you answered **YES**.

***PLEASE NOTE: IF YOUR HEALTH CHANGES, PLEASE INFORM ALL BODY COUTURE STAFF, FITNESS INSTRUCTORS AND YOUR HEALTH PROFESSIONAL IMMEDIATELY.**

I _____, do hereby certify that I have completed the above information and know it to be truthful and accurate to the best of my knowledge.

Signature: _____ Date: ____ / ____ / ____

Witness: _____ Date: ____ / ____ / ____

STUDIO POLICY

** Please read all information carefully.

_____ 24 HOURS CANCELLATION & RESCHEDULING POLICY

_____ All sales are NON-REFUNDABLE and NON-TRANSFERABLE. NO EXCEPTIONS

_____ Clients are to manage their own accounts. Reservations are to be done online.

_____ Clients are responsible for package expiration. **NO EXTENSIONS.**

_____ Classes and instructors are subject to change.

_____ No one under the age of 18 is permitted in the studio.

_____ Cell phones must be placed on silent or turned off before class as a courtesy to others.

_____ Body Couture is not responsible for any misplaced, lost or stolen items.

We recommend programming the studio phone # in your cell phone for your convenience.

BODY COUTURE (954)772-2799

I, _____, have read and understand the above statements.

CLIENT SIGNATURE _____ DATE ____/____/____

WITNESS _____ DATE ____/____/____



A. The contract provides for the penalty-free cancellation of the contract within 3 days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to **Body Couture** and refund upon such notice of all monies paid under the contract, except that **Body Couture** may retain an amount computed by dividing the number of occasions **Body Couture** services are to be rendered into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract or, if appropriate, by the number of occasions that **Body Couture**, services have been rendered. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation made within the 3-day provision.

B. The contract provides for the cancellation and refund of the contract if the contracting business location of **Body Couture** moves its facilities more than five (5) driving miles from the business location designated in such contract and fails to provide, within thirty (30) days, a facility of equal quality located within five (5) driving miles of the business location designated in such contract at no additional cost to the buyer.

C. The contract provides that notice of intent to cancel by the buyer shall be given in writing to **Body Couture**. Such a notice of cancellation from the consumer shall also terminate automatically the consumer's obligation to any entity to whom **Body Couture** has subrogated or assigned the consumer's contract. If **Body Couture** wishes to enforce such contract after receipt of such showing, it may request the Department to determine the sufficiency of the showing.

D. If the Department of Agriculture determines that a refund is due the buyer, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The business location of **Body Couture** shall not be deemed out of business when temporarily closed for repair and renovation of the premises:

- 1. Upon sale, for not more than fourteen (14) consecutive days; or
- 2. During ownership, for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year. A refund shall be issued within 30 days after receipt of the notice of cancellation made pursuant to this paragraph.

E. Contact the Department of Agriculture for information within sixty (60) days should **Body Couture** go out of business.

F. This contract provides for the cancellation of the contract if the buyer dies or becomes physically unable to avail himself or herself of a substantial portion of those services which the buyer used from the commencement of the contract until the time of disability, with refund of funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The contract may require a buyer or the buyer's estate seeking relief under this paragraph to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the contract by the buyer shall be established if the buyer furnishes to **Body Couture** a certification of such disability by a physician licensed under Chapter 458, 459, 460, or Chapter 461 provided the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation made pursuant to this paragraph.

G. The contract provides that the initial contract will not be for a period in excess of thirty (30) days. Renewal contracts may not be executed and the fee therefore paid until the preceding contract expires. ALL sessions must be used within thirty (30) days.

H. Body Couture requires identification upon entry into the facility.

I. SHOULD YOU (THE BUYER) CHOOSE TO PAY FOR MORE THAN 1 MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT BODY COUTURE AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. BODY COUTURE, IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.

Client Signature: _____ Date: _____ / _____ / _____

Witness: _____ Date: _____ / _____ / _____