



JESS BE FITNESS & CO

FITNESS & WELLNESS

Liability Wavier

By participating in the fitness activities organized by Jess Be Fitness & Co LLC, I (and, if applicable, on behalf of my family members) agree to the following terms:

1. **Compliance with Instructions**

I agree to adhere to all posted rules, warnings, and any verbal instructions provided by Jess Be Fitness & Co LLC or its employees, representatives, or agents.

2. **Assumption of Risks and Release of Liability**

I acknowledge that participation in fitness activities carries inherent risks. I assume full responsibility for any personal injury to myself and, if applicable, my family members, and I hereby release and discharge Jess Be Fitness & Co LLC from any claims of injury, loss, or damage arising from our use of or presence at the facilities, whether caused by my, my family's, Jess Be Fitness & Co LLC's, or any third party's actions.

3. **Indemnification**

I agree to indemnify and hold harmless Jess Be Fitness & Co LLC from any claims, damages, legal costs, or other expenses, including attorney fees, arising from my or my family's use of the facilities or participation in any activities at Jess Be Fitness & Co LLC.

4. **Facility Damages**

I agree to pay for any damage caused to the facilities of Jess Be Fitness & Co LLC as a result of negligent, reckless, or intentional actions by me or my family.

5. **Governing Law**

Any legal dispute arising from participation in these activities will be governed by the laws of the state of Texas.

6. **Fair Negotiation**

This Agreement represents the result of a fair and voluntary negotiation between the parties. If any term or provision is found to be unclear, the interpretation will not favor any party based on their role in drafting it.

7. **Severability**

If any part of this Agreement is deemed invalid or unenforceable, the remainder of the Agreement will remain in full force, and the unenforceable provision will be considered excluded.

In-Person and Online Membership Agreement

Finality of Purchases:

Payments for classes and memberships with Jess Be Fitness & Co LLC are final and non-refundable. If you experience technical issues with a purchased service, please contact Jess Be Fitness & Co at <https://jessbefitness.com/contact-us/> for support.

Auto-Renewing Subscriptions:

By purchasing a monthly or annual membership, you acknowledge that your subscription will **automatically renew** at the end of each term (monthly or annual), unless canceled before renewal.

Cancellation Policy:

To avoid automatic renewal, cancellations must be made at least 24 hours before the renewal date. Please note that subscription payments are non-refundable. Please contact Jess Be Fitness & Co at <https://jessbefitness.com/contact-us/> for Cancellation.