# Terms of Service for Joint Fitness, LLC

Effective Date: 12/12/2024

## 1. Introduction

Welcome to Joint Fitness, LLC ("we," "us," or "our"). These Terms of Service ("Terms") govern your use of the Joint Fitness, LLC website and services ("Services"). By using our services, you agree to these Terms. If you do not agree to these Terms, please do not use our Site or Services.

## 2. Website Usage

* You may use our website for informational purposes only.
* You may not use our website for any illegal or unauthorized purpose.
* By using our Site, you represent that you are at least 18 years old or have the consent of a parent or guardian.
* You also agree to provide accurate and complete information when creating an account or making a purchase.
* We grant you a limited, non-exclusive, non-transferable license to access and use our Site for personal, non-commercial purposes.
* You may not modify, distribute, or reproduce any content from our Site without our prior written consent.

## 3. Prohibited Activities

You agree not to:

* Use our Site for any illegal or unauthorized purpose.
* Attempt to gain unauthorized access to our systems or networks.
* Interfere with or disrupt the operation of our Site or Services.
* Use our Site to transmit any harmful or disruptive code or material.

## 4. Data Collection

* We collect information about you in accordance with our Privacy Policy.
* We collect and use personal information in accordance with our Privacy Policy.
* By using our Site and Services, you consent to our collection, use, and sharing of your information as described in our Privacy Policy.
* We may use cookies and similar tracking technologies to enhance your experience on our Site.
* You can manage your cookie preferences through your browser settings.

## 5. Personal Training Services

* We provide personal training services as described on our website.
* We reserve the right to refuse service to anyone for any reason.
* Clients are responsible for providing accurate health and fitness information to their trainers.
* Clients should consult with their healthcare provider before starting any new exercise program.
* Joint Fitness, LLC is not responsible for any health issues that may arise from participating in our Services.
* We strive to provide consistent training schedules; however, trainer availability may change due to unforeseen circumstances. We will make every effort to provide alternative arrangements in such cases.
* Please refer to our Cancellation Policy for details on canceling or rescheduling personal training sessions.
* Failure to comply with the Cancellation Policy may result in fees or forfeiture of sessions.

## 6. Payment

* Payment for training sessions and packages is due before starting a program with Joint Fitness, LLC or upon the date of the first session, unless agreed by Trainer to accept at a later date in writing.
* We accept the following forms of payment: Cash or Card.
* By providing your payment information, you authorize us to charge your chosen payment method for the agreed-upon fees and State and/or Federal taxes.
* You agree to provide accurate and up-to-date billing information. Failure to do so may result in the suspension or termination of your Services.
* We take reasonable measures to protect your payment information. However, you acknowledge that no method of transmission over the Internet or electronic storage is completely secure.
* We are not responsible for any unauthorized access to your payment information.

## 7. Intellectual Property

* All workout plans, training materials, and other content created or provided by Joint Fitness, LLC are the exclusive property of Joint Fitness, LLC.
* You are granted a non-exclusive, non-transferable license to use these materials for your personal training purposes only.
* You may not reproduce, distribute, or share these materials without the express written consent of Joint Fitness, LLC.
* All content on our Site, including text, graphics, logos, and software, is the property of Joint Fitness, LLC or our licensors and is protected by intellectual property laws.
* Any photos taken from the web will be credited to their Authors.
* You may not use, reproduce, or distribute any content from our Site without our prior written consent.
* Unauthorized use of our content may violate copyright, trademark, and other laws.

## 8. Assumption of Risk and Release of Liability

* You acknowledge that physical exercise involves inherent risks and improperly performed lifts could result in injury.
* You voluntarily assume all risks associated with participating in training sessions with Joint Fitness, LLC.
* You hereby release and discharge Joint Fitness, LLC, its trainers, employees, and agents from any and all liability for any injuries, losses, or damages that you may suffer arising out of or in connection with your participation in training sessions, to the fullest extent permitted by law.

## 9. Data Security

* We take reasonable measures to protect your personal information from unauthorized access, use, or disclosure..

## 10. Dispute Resolution

* Any dispute arising out of or relating to these Terms of Service shall be settled amicably between the parties.
* If the parties are unable to reach an amicable resolution, the dispute shall be settled through Mediation in accordance with the rules of the Washington State RCW 26.09.015 statute.

## 11. Limitations of Liability

* To the fullest extent permitted by law, Joint Fitness, LLC shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to these Terms or your use of our services.
* Our Site and Services are provided "as is" and "as available" without any warranties, express or implied.
* We do not guarantee that our Site or Services will be error-free or uninterrupted.
* To the fullest extent permitted by law, Joint Fitness, LLC and its affiliates, officers, directors, employees, and agents will not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of our Site or Services.

## 12. Refunds

* Our refund policy is outlined in our Refund Policy.
* By purchasing our Services, you acknowledge that you have read and agree to the terms of our Refund Policy.

## 13. Indemnification

* You agree to indemnify and hold Joint Fitness, LLC and its affiliates, officers, directors, employees, and agents harmless from any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or related to your use of our Site or Services or any violation of these Terms.

## 14. Governing Law

* These Terms shall be governed by and construed by the laws of the State of Washington.
* These Terms are governed by and construed in accordance with the laws of the state in which Joint Fitness, LLC is headquartered, without regard to its conflict of law principles.
* Any legal action or proceeding arising out of or related to these Terms shall be brought exclusively in the state or federal courts located in Kitsap County, Washington.

## 15. Entire Agreement

* These Terms constitute the entire agreement between you and Joint Fitness, LLC regarding your use of our services.

## 16. Changes to Terms

* We reserve the right to modify these Terms at any time.
* Any changes will be effective immediately upon posting on our Site.
* Your continued use of our Site or Services after any such changes constitutes your acceptance of the new Terms.

## 17. Contact Us

* If you have any questions or concerns about these Terms, please contact us at:

 Joint Fitness, LLC
 www.jointfitness.net
 (206) 473 - 8143
 ChrisC@jointfitness.net