

# NARDFIT STUDIO | NARDFIT ELITE

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## NARDFIT MEMBER POLICIES

Summarized below are key rules, expectations ('policies') or NARDFIT ('NARDFIT STUDIO, NARDFIT ELITE'). These apply to all members of NARDFIT clubs and facilities. Your membership agreement, signed digitally during enrollment, binds your responsibility to comply with all NARDFIT policies, including without limitation those outlined in this document, and NARDFIT reserves the right to cancel, revoke or suspend your membership for any violation of the NARDFIT policies.

## CLUB ACCESS

**Sign-In:** You are required to sign in at the Brivo Access Point ('BAP') before entering the gym with your membership card, key fob, mobile app or other access and identification method made available by NARDFIT. If you leave and re-enter the club you will need to check back in at the BAP.

**Identification:** NARDFIT reserves the right to require you to present proper and reasonable identification on-file with NARDFIT and/pr to show photo identification or otherwise verify your identity before entering any club.

**Good Standing:** NARDFIT reserves the right to prohibit you from accessing/entering any Club if there are any outstanding past due/overdue amounts payable to NARDFIT, or otherwise if your membership is not in good standing for any reason.

**Guests:** As part of your membership you may receive certain verbal or written permission to bring a guest into a Club. In this rare instance, you must register your guest with the Manager on duty, present proper photo ID, and sign a Guest Waiver in order to access the club. Without limitation to any additional NARDFIT Policies, NARDFIT reserves the right to, in its discretion, (1) limit the Clubs and/or hours available to guests; (2) limit the number of times any one individual may access NARDFIT as a guest; and (3) prevent any individual from accessing NARDFIT as a guest.

**Cancellation Due to Relocation:** You may cancel your membership at any time during or after the initial twelve (12) month commitment period if you move your residence more than fifteen (15) miles from your home gym/facility. This policy is in addition to any wording or provisions listed in your Membership Agreement. NardFit reserves the right, on a case by case basis to limit, revoke or modify this policy at any time and without further notice to you, subject to local and federal legal guidelines.

## **FREEZING MEMBERSHIP**

**Membership Freezes:** You may temporarily suspend (“Freeze”) your membership under these guidelines:

Freeze Type:	Non-Medical Freeze: Any reason other than medical.	Medical Freeze: You are medically unable to use any Club. NARDFIT may require you to provide a signed from your doctor and/or reasonable evidence of necessity before granting a request for a Medical Freeze.
Duration: Freezes are for consecutive calendar months. Partial freezes are not permitted.	Up to three (3) months	Up to six (6) months or, if pregnancy-related, up to nine (9) months
Frequency:	May be requested only once during Initial Period and once every year of membership thereafter.	No limit for valid medical reasons
Freeze Fee:	Yes. Freeze fees are non-refundable and non-cancellable, even if you subsequently elect to reduce the duration of your Non-Medical Freeze.	None
Billing:	Requests during your initial period: If you pay monthly membership dues, billing of your monthly dues will, billing of your monthly	Billing of monthly dues will be held for duration of the Medical Freeze

## **CLUB USE**

**Member Conduct:** You are expected to behave in a socially acceptable manner at all times while using NARDFIT facilities. This includes being mindful of others physical and personal space. You may not engage in conduct that NARDFIT, by its discretion, may consider inappropriate or unbecoming including but not limited to harassing, badgering, antagonizing, taunting, abusing, threatening, touching, or acting in an aggressive manner towards any other member, guest, or any other individual. NARDFIT reserves the right to remove you from the club and/or revoke, cancel, suspend or otherwise limit your membership, and/or notify local authorities if you engage in any conduct or behavior that NARDFIT considers unsafe, disruptive, indecent, or inappropriate.

**Lockers; Laundry:** Lockers are provided solely for your benefit and convenience. You are responsible for locking your locker. NARDFIT will remove any articles left in non-rented lockers overnight. Certain membership options allow for overnight storage at the discretion of NARDFIT. Towel use is subject to availability.

**Personal Property:** You should avoid bringing valuables into the facility. NARDFIT will not be held responsible and/or liable for the loss or theft of, or damage to, any personal property of you or your guests, including without limitation any items left in lockers, locker rooms, spa treatment rooms, studios, with the coat check or else where in any club.

**Dress Code:** You are required to wear appropriate athletic attire and footwear when using any equipment, training session or other activity. NARDFIT may deny you use of its Clubs if you do not wear proper attire and footwear, as determined by NARDFITs discretion. In certain isolated instances you may be asked to remove your shoes for exercises.

**No Outside Trainers:** Use of personal trainers who are not employed by NARDFIT is strictly prohibited. You may not provide training services to, or receive training services from, any other member or guest, regardless of circumstance.

**Children:** Children under fifteen (15) years of age are not permitted to use the club, locker rooms, or equipment unless they are participating in children-specific programs or classes offered by NARDFIT. You are required to sign a waiver and release form on behalf of your child before your child may participate in any program or regimen.

**Mutual Respect:** You understand and acknowledge that the nature of personal training may require close contact between you and your trainer, instructor or therapist and that he or she may need to touch your body to provide adjustments and guidance as necessary. You may end your Session or Treatment at any time if you feel uncomfortable. If you have any concerns or questions please raise those with the Club Manager. NARDFIT upholds its personnel to the highest standards of professionalism and expects the same in return from you. If you make any inappropriate or sexually suggestive remarks or advances, your session or treatment will be terminated immediately. In addition, your membership may be terminated at NARDFITs discretion.

**Services Rendered by NARDFIT:** Your purchases of any sessions and treatments are the purchases of services to be provided by NARDFIT, not by any particular trainer, instructor or therapist. NARDFIT reserves the right to substitute your trainer, instructor or therapist at any time.

**Discounts:** NARDFIT may offer certain discounts for purchasing Sessions or Treatments as a package. Any such discounts apply only to the number of sessions or treatments purchased in the package. Any further or additional sessions will be charged at the then-current rate for individual sessions.

## **REFERRAL PROGRAM**

**How it Works:** You are eligible to earn a complementary reward for referring a friend, family member or acquaintance to NARDFIT, subject to the following rules. Referral rewards will be provided as a credit to your account and will depend on the type of active membership you currently have. The referral program is a membership perk that may be discontinued, changed, or modified at any time without notice to you.

**Who to Refer:** The referral program is only valid for referrals who actually join and become new NARDFIT members. You may refer anyone who you know and believe may be interested joining NARDFIT. Former members are not eligible.

**Making a Referral:** You may refer a friend, family member or acquaintance by contacting your Club Manager at [nardfitelitebr@gmail.com](mailto:nardfitelitebr@gmail.com)

## YOUR INFORMATION

**Privacy Policy:** We use the personal data collected through the course of your membership, including without limitation your access to and use of Clubs, [www.nardfit.com](http://www.nardfit.com) and/or Evolution Nutrition, MindBody, Trainerize (“Digital Properties”) in an effort to fulfill our commitment to offering and providing unparalleled member service.

**Likeness Release:** During your time in NARDFIT facilities, your likeness may be recorded for promotion release. You waive your right to privacy when participating in scheduled sessions and common areas as applicable by local and federal guidelines.