**Diamond Kut Apparel DBA Diamond ut Athlete LLC Client Agreement**

This document outlines the terms and conditions for services provided by Diamond Kut Athlete LLC, including policies related to payments, cancellations, scheduling, liability, refunds, and privacy. By purchasing a membership or training contract, you acknowledge and agree to abide by these terms and conditions.

Commitment & Payment Terms

1. Initial Commitment
By purchasing this contract, the client agrees to an initial term of three (3) consecutive months of monthly payments at the agreed-upon rate. These payments are due regardless of attendance or participation, except as otherwise stated in this agreement.
2. Month-to-Month Continuation
After the initial 3-month term, this agreement automatically converts to a month-to-month membership at the same monthly rate unless otherwise agreed in writing.
3. 30-Day Cancellation Requirement
	* Cancellation requests after the initial 3-month term require at least thirty (30) days’ written notice before the next billing cycle.
	* Notice must be submitted either:
	a) Directly through your assigned trainer or
	b) By email to info@diamondkutathlete.com.
	* The 30-day notice period begins on the date the written request is received.
4. Automatic Renewal & Payment Authorization
By signing this agreement, you authorize Diamond Kut Athlete LLC to automatically bill your provided payment method for all monthly fees until proper cancellation notice is given in accordance with these terms.
5. Late Payment & Failed Payment Fees
A $25 late fee will be applied to any payment not received within 5 days of the due date. Returned or declined payments may result in suspension of membership until the balance is paid in full.

Cancellation Policy

1. 24-Hour Cancellation Policy

* One-on-One Sessions: Cancellations or rescheduling must be made at least 24 hours in advance. Failure to do so will result in the loss of the session.
* Group Classes: A $15 fee will apply for cancellations made within 24 hours of the scheduled class.
* Cancellations made with more than 24 hours’ notice will not incur fees.
* To cancel or reschedule, email info@diamondkutathlete.com or ajjohnson@diamondkutathlete.com.

2. Early Cancellation During Initial 3-Month Term

* Memberships cannot be canceled before the completion of the initial 3-month term except in the case of relocation more than 30 miles from Diamond Kut Athlete’s location or other circumstances approved in writing by management.

Membership Freeze Policy

* Clients may request a temporary freeze of their membership for up to two (2) consecutive months per calendar year.
* Requests must be submitted in writing to info@diamondkutathlete.com at least 7 days before the freeze start date.
* At the end of the 2-month freeze period, billing will automatically resume at the agreed-upon rate.
* Extensions beyond 2 months will only be granted in cases of approved medical leave with supporting documentation.

Trainer Assignment & Substitution

Diamond Kut Athlete reserves the right to assign or substitute trainers at its discretion without affecting the terms of this agreement.

No Transfer of Membership

Memberships are non-transferable and may only be used by the individual listed on this agreement.

Code of Conduct & Right to Refuse Service

Diamond Kut Athlete LLC reserves the right to terminate membership without refund for any conduct that is unsafe, disruptive, or in violation of facility policies.

Weather / Force Majeure Clause

In the event of facility closures due to weather, power outages, public health orders, or other circumstances beyond our control, sessions may be rescheduled or delivered virtually. No refunds will be issued for such closures.

Health Disclosure Requirement

Members must inform Diamond Kut Athlete of any changes to their health status that could affect their ability to participate in training safely.

## **Liability and Media Release**

**Assumption of Risk**
By signing this agreement, you voluntarily accept all risks associated with physical training and related activities, including personal injury or damage to property.

**Release of Liability**
You release **Diamond Kut Athlete LLC, its owners, employees, independent contractors, and affiliates** from liability for any claims, demands, or causes of action arising from participation in its services, whether in person, virtually, or off-site.

**Medical Clearance**
It is your responsibility to ensure you are medically fit to participate in training activities. Consult with your physician before beginning a fitness program.

**Media Consent**
Photos or videos may be taken during sessions or events. By signing, you consent to the use of such media for promotional purposes.

Refund Policy

* Services and packages are non-refundable once initiated.
* Refunds are only available if a client moves 30 miles or more from Diamond Kut Athlete's location.
* Unused sessions within active packages are not eligible for refunds.

Privacy Policy

1. Information We Collect
	* Personal Information: Includes your name, contact details, date of birth, gender, payment information, health and wellness data, images, and fitness metrics.
	* Device Information: Includes IP addresses, browser type, device type, operating system, and site usage data.
	* Location Data: With your consent, we may collect geolocation information for app features.
2. Use of Information
We use your information to:
	* Provide and improve services, including membership management, scheduling, and customer support.
	* Customize marketing communications.
	* Ensure security, detect fraud, and comply with legal obligations.
3. Sharing Information
We may share your information with service providers for marketing, analytics, and operational purposes.
Information may be shared to comply with legal obligations, protect rights, or as part of business transactions like mergers or acquisitions.
Note: We do not share your personal information with third parties for their marketing purposes.
4. Data Security
While we take reasonable measures to protect your information, no security system is completely secure. We encourage you to safeguard your passwords and access credentials.
5. Your Rights
You may request access to or update your information by contacting us.
Location services and data collection settings can be adjusted via your device or app settings.
6. Retention of Information
We retain personal information as long as needed for business purposes or to comply with legal requirements.
7. Cookies and Tracking
We use cookies and similar technologies to improve the functionality of our Site. You can manage cookie preferences through your browser settings.
8. Updates to this Privacy Policy
We may update this policy. Any changes will be posted on our Site, with the “Last Updated” date reflecting revisions.

Acknowledgment and Agreement
By signing below, you confirm that you have read, understood, and agreed to the terms of this agreement and privacy policy, including the 3-month initial payment commitment, month-to-month continuation thereafter, the 30-day written notice requirement for cancellation, and the updated membership freeze policy.