

Terms & Conditions

- Mackenzie Wells Fitness, LLC -

By using the site and purchasing any related service, you consent to receiving this Agreement in electronic form. To withdraw this consent, you must cease using the site and any related service immediately. YOU MUST MAKE CONTACT BY EMAILING hello@mackenziewells.com WITH ANY QUESTIONS RELATING TO THIS AGREEMENT. By purchasing any service by Mackenzie Wells Fitness, LLC, you certify that you agree to this Agreement.

1. Respect & Privacy

- The private Facebook group will be utilized to access the workouts, but also for accountability and encouragement purposes. This will be a community of like-minded, fitness-striving ladies who will likely be sharing their stories, pictures, comments, etc. and all of this is considered private amongst the group.
- Additionally, all stories, pictures, comments, etc. are not to be shared or shown to anyone outside of the group.
- There shall be no inappropriate behaviors, comments, insults or ugliness in any way among the members, otherwise, Mackenzie Wells has all rights to remove the offender.
- We are here for encouragement and support – plain and simple – so let’s keep it that way.
- Members agree to keep all videos, links, meal plans, recipes, posts, pictures and any other shared material private. No sharing, showing, saving, copying or editing, in any way, the above said material that will be accessible within Mackenzie Wells Fitness website, Facebook group or links sent via email or text from Mackenzie Wells Fitness.
- (more info in 7. Intellectual Property)
- For safety and liability reasons, all members must be 18 years or older to join Mackenzie Wells Fitness.

2. Eligibility

- In order to use our Service, you must meet a number of conditions, including but not limited to, being less than 18 years of age and providing us with personal information, payment information, and other information that we deem necessary to provide you with our Service.

3. Professional Advice and Medical Disclaimer

Mackenzie Wells, Mackenzie Wells Fitness, LLC and all subsequent services and products are not medical advice and are not to replace the advice of health care professionals.

YOU SHOULD ALWAYS CONSULT YOUR PHYSICIAN OR OTHER HEALTH CARE PROFESSIONAL BEFORE STARTING THIS OR ANY OTHER EXERCISE OR NUTRITION PROGRAM TO DETERMINE IF IT IS RIGHT FOR YOUR NEEDS. THIS IS PARTICULARLY TRUE IF YOU (OR YOUR FAMILY) HAVE A HISTORY OF HIGH

BLOOD PRESSURE OR HEART DISEASE, OR IF YOU HAVE EVER EXPERIENCED CHEST PAIN WHEN EXERCISING, SMOKE, HAVE HIGH CHOLESTEROL, OR HAVE A BONE OR JOINT PROBLEM THAT COULD BE MADE WORSE BY A CHANGE IN PHYSICAL ACTIVITY OR DIETARY CHANGES. DO NOT PURCHASE ANY SERVICE OR PRODUCT PROVIDED BY MACKENZIE WELLS FITNESS, LLC OR MACKENZIEWELLS.COM IF YOUR PHYSICIAN OR HEALTH CARE PROVIDER ADVISES AGAINST IT. IF YOU EXPERIENCE FAINTNESS, DIZZINESS, PAIN OR SHORTNESS OF BREATH AT ANY TIME WHILE EXERCISING, YOU SHOULD STOP IMMEDIATELY. THE SERVICES OFFERED BY MACKENZIE WELLS FITNESS, LLC AND THIS SITE IS FITNESS INFORMATION AND IS DESIGNED FOR INFORMATIONAL PURPOSES ONLY. NOTHING STATED OR POSTED ON THIS SITE OR AVAILABLE THROUGH ANY SERVICE OR PRODUCT IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL, PROFESSIONAL OR COUNSELING CARE. FOR PURPOSES OF THIS AGREEMENT, THE PRACTICE OF MEDICINE AND COUNSELING INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH OR NUTRITION CARE, TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS OR ADVICE. YOU SHOULD NOT RELY ON ANY INFORMATION ON THIS SITE OR ANY RELATED SERVICE AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT A PHYSICIAN OR OTHER HEALTH-CARE PROFESSIONAL. DO NOT EVER DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTH-CARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE SERVICE. THE USE OF ANY INFORMATION PROVIDED ON THE SERVICE IS SOLELY AT YOUR OWN RISK.

4. Waiver/Release/Assumption of Risk Terms

By participating in or purchasing a Service, you have volunteered to participate in an exercise program, provided to you by Mackenzie Wells Fitness, LLC. You understand this participation may include, but may not be limited to, resistance training and aerobic or cardiovascular exercise. In consideration of Mackenzie Wells Fitness, LLC's agreement to instruct and train you, you do here now and forever release and discharge and hereby hold harmless Mackenzie Wells Fitness, LLC and its respective agents, heirs, assigns, contractors, and employees from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with your participation in this or any exercise program, including any injuries resulting therefrom.

THIS WAIVER AND RELEASE OF LIABILITY INCLUDES, WITHOUT LIMITATION, INJURIES WHICH MAY OCCUR AS A RESULT OF (1) EQUIPMENT BELONGING TO TRAINER OR TO YOURSELF THAT MAY MALFUNCTION OR BREAK; (2) ANY SLIP, FALL, DROPPING OF EQUIPMENT; (3) AND/OR NEGLIGENT INSTRUCTION OR SUPERVISION.

By purchasing any Service provided by Mackenzie Wells Fitness, LLC, you agree that you have been informed of, understand and are aware that any exercise program, whether or not requiring the use of exercise equipment, is a potentially hazardous activity. You also have been informed of, understand and are aware that any exercise activities involve a risk of injury, as well as abnormal changes in blood pressure, fainting, and a remote risk of heart attack, stroke, other serious disability or death, and that you are voluntarily participating in these activities and using equipment and machinery with full knowledge, understanding and appreciation of the dangers involved. You hereby agree to expressly assume and accept any and all risks of injury, regardless of severity, or death. By purchasing any Service provided by Mackenzie Wells Fitness, LLC, you signify that you have been advised that an examination by a physician should be obtained by anyone prior to commencing an exercise program or initiating a substantial change in dietary guidelines or the amount of regular physical activity performed. If you have chosen not to obtain a physician's consent prior to beginning a Service with Mackenzie Wells Fitness, LLC, you hereby agree that you are doing so solely at your own risk. If you do not agree, you must contact hello@mackenziewells.com immediately and stop following any Service provided by Mackenzie Wells Fitness, LLC. In any event, by purchasing a Service, you acknowledge and agree that you assume the risks associated with any and all exercise activities and/or exercises in which you participate. You acknowledge that Mackenzie Wells Fitness, LLC and all subsequent products are NOT medical advice and are NOT to replace the advice of health care professionals.

WAIVER & RELEASE OF LIABILITY -- YOU ACKNOWLEDGE THAT YOU HAVE THOROUGHLY READ THIS PAGE IN ITS ENTIRETY AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT TO WHICH YOU WILL BE BOUND, AND UNDER WHICH WILL BE WAIVING IMPORTANT LEGAL RIGHTS. YOU ARE AWARE AND AGREE THAT BY PURCHASING ANY SERVICE PROVIDED BY WICKED PILATES, YOU ARE GIVING UP YOUR RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST WICKED PILATES FOR ITS NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT. YOU HAVE READ AND VOLUNTARILY PURCHASED A SERVICE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAS BEEN MADE. YOU AGREE, FOR YOURSELF, YOUR SPOUSE, CHILDREN, SUCCESSORS, HEIRS AND ASSIGNS, AND YOUR EMPLOYEES, AGENTS, OR CONTRACTORS, THAT THE ABOVE REPRESENTATIONS ARE CONTRACTUALLY BINDING, AND ARE NOT MERE RECITALS, AND THAT SHOULD YOU OR YOUR SUCCESSORS ASSERT ANY CLAIM IN CONTRAVENTION OF THIS AGREEMENT, THE ASSERTING PARTY SHALL BE LIABLE FOR THE EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES) INCURRED BY THE OTHER PARTY OR PARTIES IN DEFENDING AGAINST ANY SUCH ACTION. DO NOT SIGN WITHOUT READING.

This form is an important legal document that explains the risks you are assuming by beginning a wellness and exercise program. It is critical that you have read and understand this document completely. If you do not understand any part of this document, it is your ultimate responsibility to ask for clarification prior to signing it.

5. Recurring Payments

- Recurring payments will post on the same monthly date as your original sign up date. Example: if you signed up February 12th, payments will continue to post on the 12th day of each following month.
- If your payment date falls on a weekend, your bank/card will post that charge to the closest business day.
- Once a recurring payment is processed, it cannot be cancelled, and refunds will not be issued.

6. Cancellation Policy

- Members can cancel anytime by emailing hello@mackenziewells.com.
- Members must notify Mackenzie Wells via hello@mackenziewell.com no later than 5 business days before the next schedule recurring payment date to prevent that charge.
- Example: if next scheduled date is Thursday, March 19, 2020, member must notify Mackenzie Wells no later than 11:59pm on Wednesday, March 11, 2020.
- Cancellations that do not meet the five-business day requirement will be charged on their next scheduled billing date.
- Members who cancel will still have access to the site and Facebook group until the end of their current billing cycle.

7. Intellectual Property

- Members may not broadcast, copy, download, frame, reproduce, republish, post, transmit or otherwise use Mackenzie Wells Fitness, LLC or Mackenzie Wells's content, including exercise videos, meal plans, posts, pictures, material or any other content appearing on our website and/or Facebook/Instagram or other social media sites, or any other media, in any way except for your own personal, non-commercial use. Any other use of such content requires permission from Mackenzie Wells.
- You agree only to use the website/Facebook group and associated services for completely lawful purposes, in a way that does not infringe the rights of, restrict or inhibit the use or enjoyment of this site/group by any third party. Prohibited behavior includes but is not limited to defamation, damaging the security of the website/group, harassing or causing distress or inconvenience to any person, damaging content on the website/group, transmitting obscene or offensive content or anything which may affect the effective operation of the website/group.
- Members agree that throughout the duration of this agreement and for the duration of 2 years (24 months) after canceling membership with Mackenzie Wells Fitness, that they shall not provide services or engage in any aspects of business deemed similar to that of Mackenzie Wells Fitness, LLC.