



# Myo Health

Movement • Function • Freedom

## **Agreement | Between You and Us**

*Effective Date: 2 July 2023*

Welcome to Myo Health Limited! We're here to ensure your experience with us is enjoyable and straightforward. Our commitment is to meet your needs while maintaining a friendly and approachable atmosphere. Below are the terms and conditions that govern our relationship. Please read them carefully.

### **1. Your Agreement with Us**

Your agreement consists of these Terms and Conditions and any physical or electronic documents you sign, indicating your agreement. Together, these documents form the entire agreement between us.

### **2. Coverage of this Agreement**

This Agreement applies to all Myo Health Services, including online activities like booking and payment. By using any Myo Health Service, you agree to be bound by this Agreement.

### **3. Our Commitment**

Myo Health Studios is dedicated to providing Myo Health Services professionally and in compliance with applicable New Zealand laws.

### **4. Your Obligations**

In using Myo Health Services, you agree to book classes online, comply with the rules outlined in this Agreement, and communicate any health concerns with written clearance from your doctor.

### **5. Rules Relating to Offers, Pricing, and Packs**

Details about payment options, pricing, offers, and packs are outlined on the Myo Health Site. Changes may occur, and we will honor existing offers that you've already paid for.

### **6. Cancelling and Re-scheduling Classes**



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Fairness is key when it comes to canceling or re-scheduling classes. Please adhere to the rules specified for group and private classes.

## **7. Our Rights**

Myo Health reserves the right to refuse entry, make changes to instructors, classes, pricing, and terms, and cancel classes as needed.

## **8. Our Process if We Need to Cancel a Class**

A minimum number of participants is required for a group class to proceed. We'll notify you if a class you've booked is canceled.

## **9. Age Limits and Restrictions**

Participants must be at least 16 years old to attend classes. Children under 16 are permitted, but their behavior is the responsibility of the attending client.

## **10. Property Responsibility**

Please take care of your personal property while at Myo Health premises. We are not responsible for lost or stolen items.

## **11. Your Health and Safety is Our Priority**

For your safety, we reserve the right to refuse your participation in classes and may request medical documentation if necessary.

## **12. Limitation of Liability and Indemnity**

We limit our liability under specific conditions and ask you to indemnify us against liabilities arising from your actions.

## **13. Liability Release and Acknowledgment**

The Liability Release and Acknowledgment you sign during registration are part of this Agreement.

## **14. Assignment**



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You may not transfer this Agreement without our consent. We may transfer our rights and obligations with notice.

## 15. Notices

We will send legal notices and communications to your provided email address.

## 16. Governing Law

This Agreement is governed by the laws of New Zealand, and you submit to the exclusive jurisdiction of New Zealand courts.

Thank you for choosing Myo Health!

We have a strict 12 hr cancellation policy on all sessions booked with Myo Health. A no show & late cancellation will incur a full charge of the session booked or session forfeited if a class pack or membership has been purchased.

In case Myo Health cancels a session: If a class has been cancelled due to unforeseeable reasons then the value of your cancelled class will be added to your account as credit that can be used towards any services offered by Alexa only. Unfortunately no refunds are possible.

Make-ups can only be made on any session that was cancelled within the allowed timeframe described above (up to 12 hrs prior to a session). Make Up sessions can only be made within the same term of a term pass or within the 12 weeks period of a purchased concession pass.

I understand that all payments are final and, subject to our obligations under the Consumer Guarantees Act 1993, no refunds will be offered on session, class or merchandise purchases.

I have read and agree to the terms above \*

## Studio Safety Protocol

MYO HEALTH welcomes change, as we progress into this new age we are delighted to offer a safe and supportive environment to practice in. Here are our safety plans, please know things may evolve as we continue to serve you in the best way possible.



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Your health and safety is our priority.

We are committed to doing our best to keep your path to wellness safe and fun. All attendees must follow these rules for the care and considerations of everyone. Any client or teacher not willing to follow these rules will be asked to leave.

\* We recommend bringing your own reformer mat (enquire in studio) and props.

\*\* Towels are required for every class.

\*\*\* Grip socks are required for reformer classes.

New protocol to provide a safe and supportive environment:

1. No one (client or team member) may enter if they are ill or have recently been exposed to Covid-19.
2. Any client or teacher showing any symptom of illness will be asked to leave.
3. Walking into the door at our studio means you self certify that you are fever free.
4. Upon entry and exit please wash or sanitise your hands.
5. Socks are required to be kept on as practice space is set up. Toesox or grip socks must be worn at all times on the Pilates reformer. These can be purchased in the studio. In case of forgotten socks, new ones can be bought.
6. Cleaning Towels and disinfectant will be provided, please wipe any equipment or prop after use.

I have read and agree to the safety protocols above \*

## Terms & Conditions

Please read the following terms carefully.

Henceforth any reformer session, remedial massage and musculoskeletal therapy session will be referred to as 'session'.

By participating in any session provided by MYO HEALTH you consent to, and agree to release the Instructor from liability according to, these terms. Unless the Instructor notifies you otherwise, this waiver and release will apply to all sessions undertaken by you with the Instructor and or therapist.

You acknowledge that:

- you are over 16 years of age, 13-15 required to attend with a parent or guardian;



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- you understand that the sessions include a form of physical activity and that there are inherent risks in undertaking any form of physical exercise;
- you have disclosed, or will disclose to the Instructor or therapist prior to the session commencing, any pre-existing conditions that may place you at a higher risk of injury or inhibit your ability to participate in a session, this includes, but is not limited to:
  - o injuries, pain or recent surgery;
  - o any medications that may effect your health and safety;
  - o pregnancy or if you have recently given birth; or
  - o respiratory or heart conditions or high blood pressure.
- you will notify the Instructor or therapist if you experience any pain throughout the session and will immediately stop participating in the session if requested by the Instructor or therapist to do so;
- based on information you provide, the Instructor or therapist may decide not to allow you to participate in a session, or may require you to provide a medical certificate affirming that you are able to participate in a class before allowing you to join, in the Instructor's sole discretion;
- recommendations or instruction provided by the Instructor may not be tailored for your particular skill or ability level and it is your responsibility to assess whether you are able or want to participate in all or part of a session
- you are solely responsible for ensuring that your physical environment is suitable for your participation in any session
- Respect and care will be given to all. Anybody who threatens the safety of other attendees or the studio will be asked to leave.
- classes may be recorded for by the Instructor for quality control, as well as promotional purposes. If you do not consent to the Instructor using video or still images taken during the class for promotional purposes, please notify the Instructor in writing.
- I understand that Myo Health reserves the right to refuse to admit latecomers to group classes.
- To the extent permitted at law, you release and hold the Instructor & business (and where applicable its, directors, employees and representatives) harmless from any liability, cost, expense, damages or claims (including claims of negligence) arising from or which may be suffered or incurred in connection with your participation in any classes provided by the Instructor.



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## **Privacy Statement:**

Any personal information collected by Myo Health in connection with your bookings will only be used or disclosed for the purposes of ensuring performance of our services. This may include disclosure within our organisation and to other parties involved in performing the services. We will comply with relevant privacy laws in respect of any personal information we collect. Please be advised that as we use Acuity Scheduling and Stripe, you consent to your information being kept / stored on their platform.