Date:\_\_\_\_\_\_\_\_\_\_

**FITNESS COLLABORATION PROGRAM**

**(GENERAL AGREEMENT**)

This Agreement is entered into on the mentioned date and time at Goa, India by and between:

**Mr./Mrs./Ms.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**S/o D/o W/o: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Resident of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Aadhar Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(*hereinafter referred to as “****Student”*** *of the Fitness Program****)***

**AND**

**M/s Fastest Weight Loss Pvt. Ltd.**, Having its office at Villa No. UTU, Urban Alchemy Courtyard, Near VAZ Enterprises, Colva-Benaulim Road, Next to Benaulim Monte Ground, South Goa, Goa-403708 *(hereinafter referred as the “****Company****” or “****We****”)*

This agreement ensures that the role of the company to Student and Responsibilities of the Student towards the company for this special subsidised personal fitness and weight loss training program is clearly appreciated and understood. This agreement must be signed prior to the beginning of the training sessions.

**NOW**, **THEREFORE**, in consideration of the foregoing and the mutual agreements set forth herein, and other valuable consideration, the Parties, intending to be legally bound, hereby agree as follows:

**PERIOD OF TRAINING, FEES AND PAYMENT:**

The period of this Fitness Training Collaboration would be From \_\_\_\_\_ to \_\_\_\_\_\_\_\_. The Original fees for the this special program is Rs. 300000/ month but for this special collaboration program only the Fees is fixed as Rs. 100000/ month which should be paid in advance and which would be non-refundable in any case whatsoever.

**SPECIAL PREMISES:**

As it is a special kind of Fitness Collaboration, the students would be called at the decided venue by the company to stay there for the decided period, the students would be allotted with sharing room/private rooms at the venue and It will be the responsibility of the Students to keep the same in good order and condition. If any damage is caused to the premises or to the furniture, interior, fittings, items, equipment’s installed in the premises by the Student then the Student shall be responsible to make good the loss and pay charges for the damages to the Company before vacating the Premises.

**SPECIAL RULES TO BE FOLLOWED BY THE STUDENTS:**

1. At the time of the entry of the Student to the Premises, the luggage/bags shall be checked by the Company and if any item is found objectionable by the Company, then the Company reserves the right to take the item/s in their custody and the Company will return the same to the Student at the time of their vacating the premises. A written receipt of the items shall be prepared in this regard and shall be signed by the Student and the Company to keep transparency.
2. That the Student shall not store any articles of obnoxious or harmful nature and also not act in any manner which may cause damage to the property and refrain from such actions which might be a source of nuisance. The Student shall refrain from any action which might hurt him/her, the teacher, the employees of the company or any other occupants.
3. The Student shall make notes of the lectures conducted by the trainers/teachers at the initiation of the course and shall strictly follow the recommended/prescribed diet. It is to be noted by the Student that during the term of this Agreement, the Student will only be allowed to have/consume the food and beverages which are being regularly prescribed by the allotted teachers and which food shall be provided by the company. The student will be allowed to choose veg or non-veg as per the preference. The Student hereby agrees to follow the Diet in the manner it will be prescribed by the Company and the Teacher/Trainer without any excuses, arguments or exemptions. The Student hereby adheres to follow the Diet strictly and positively. The Student agrees not to take any kind of medications or steroids or any other item without written permission of the Company.
4. That the Company will allow the Temporary Guests or Visitors of the Student to enter the said Premises at reasonable hours and after reasonable notice in written only when necessary. The Temporary Guests/Visitors shall not be allowed to stay in the Premises at night. Only Visit of limited Hours approved by the company shall be allowed. The Temporary Guests/Visitors shall also abide by the terms of this Agreement and refrain from causing any nuisance in the Premises, The students in whose capacity the guest is visiting shall be the guarantor to the guest and shall be liable to pay the penalty for the breaches.
5. However, the Guest/Temporary Visitors will not be allowed to bring any Outside Food or Eatables or any kind of beverages inside the Premises. It is to be noted that the Diet Schedule of the Student is of utmost importance and no action shall be made by the Student, Visitors or Temporary Guests to break the same.
6. The Student will be allowed to go outside the Premises only after obtaining the written permission from the Company in this regard. No regular visits will be allowed to the Student and visits will be approved by the Company only when the Company will deem them necessary. A representative of the Company will always assist the Student in their outside visits so that a track of the Diet can be kept. Student will also refrain from eating any outside food or beverages during such visits and shall strictly adhere to the Diet prescribed provided by the Company and the teacher/trainer.

**PHOTOGRAPHY AND VIDEOGRAPHY RIGHTS:**

That this special fitness collaboration program on subsidized price is solely for the purpose of shooting the videos, photos, testimonials, transformation journey etc. That the Shooting of pictures, videos, testimonials is the essence of this contract. The Student has agreed to give full rights of photography and videography of any kind whatsoever deems fit to the company and shall never object to the same.

The Student acknowledges and agrees that the Company shall have the right to use the static images, videos etc. of the Students for any and all promotional purposes on any online or offline platforms, in print and electronic formats such as publications, videos, projects, and websites, as deem fit by the Company. There shall be no bar on any such usage by the Company. The Student further understands and acknowledges that their pictures or stories may be published in any of these media without restriction or any other compensation for use of the aforementioned.

The Student acknowledges and agrees that, the Company shall own, exclusively and in perpetuity, all rights of whatever kind and character, throughout the world and in any and all languages, and/or all works of similar nature produced, developed, or created by the company including the Student under this Agreement, and any and all intellectual property rights thereto, including trademarks, trade secrets, trade dress, design, mask work, copyrights, and patent rights (collectively, the “**Content**”), including the right to sub-license the Content to the Company’s brand partners (the “**Brand Affiliates**”). The Student hereby assigns to the Company and to the Brand Affiliates the exclusive, perpetual, worldwide, transferable and a royalty free license in the Content.

The Student acknowledges that the Company may use the Content in any manner as it may deem fit. The Student hereby represents and warrants that such use is permitted by the Student and is free from any claim by the Student and/or any other third party. The Student hereby grants an irrevocable, perpetual, worldwide, royalty free and sub-licensable licenses to the Company to use the images, videos etc and names likeness, and social profile links and/or handles of the Student, including but not limited to image-related content owned by the Student, in all media including the Company’s or the Brand Affiliates’ websites and on social media sites and in all formats of print and digital media advertising. the Company shall be entitled to publish press releases and other general marketing information in any medium, related to Student’s engagement with the Company.

**CONFIDENTIALITY AND NON-DISCLOSURE:**

The Student hereby agrees that he/she will disclose all the information considering his/her health and mental conditions. Any medications, medical condition, health issues and mental issues faced by the Student in the past or at present shall be fully disclosed to the Company at the beginning of the term in written. Any kind of food allergy or any other issue shall be brought to the notice of the Company at the beginning of the program without any delay. Any damage or loss or issue suffered by the Student due to the misrepresentation or hiding of any information shall be borne by the Student and the Company shall be kept fully indemnified of this.

The Student shall respect the Company’s Privacy. Thus, consider this a mutual non-disclosure agreement. Any Confidential Information shared by Program participants, or any representative of the Company is confidential, Proprietary, and belongs solely and exclusively to the Participant who discloses it. Student agrees not to disclose, reveal or make use of any Confidential Information or any transactions, during discussions, on the forum or otherwise. Student agrees not to use such confidential information in any manner other than in discussion with other Participants during Program. Participants agree to be contacted through the methods and details provided at the time of registration on matters regarding, but not limited to: program details, new offers, balances due and collections. Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, Diet Plan/schedule and Procedure followed for the Weight Reduction Process. Student will keep Confidential Information in strictest confidence and shall use the best efforts to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Student agrees not to violate the Company’s publicity or privacy rights. Furthermore, Student will NOT reveal any information to a third party obtained in connection with this Agreement or Company’s direct or indirect dealings with Student. Additionally, Student will not, at any time, either directly or indirectly, disclose confidential information to any third party. Further, by signing this Agreement you agree that if you violate or display any likelihood of violating this then the Company will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

**NO LIABILITY OR RISK OF THE COMPANY:**

Student, being aware of his/her own health and physical condition and having knowledge that his/her participation in this Program may cause injury, is voluntarily choosing to participate in the program. There are always certain risks associated with any physical activity. Student understands these risks and declare himself/herself physically sound and capable to participate in the program offered.

This Fitness Program is developed for strictly for fitness purposes only. Student accepts and agrees that Student is 100% responsible for his/her progress and results from the Program. Company makes no representations, warranties or guarantees verbally or in writing. Student understands that because of the nature of the program and extent, the results experienced by each Student may significantly vary.

**WAIVER AND INDEMNITY:**

In consideration of services and collaboration by the company, the student do hereby release, waive, discharge and covenant not to sue the company M/s Fastest Weight Loss Pvt. Ltd. and their respective board members, trustees, faculty, instructors, officers, agents, advisors, employees, affiliates, members, volunteers, staff, heirs, assigns, and representatives, (collectively, the “Releasses”) from any and all claims including, not by way of limitation, any claims arising from negligence of Releasses or any of them resulting in personal injury, accidents or illnesses (including death) and/or property loss arising from or relating in any way to participation in the Activity, the use of facilities in connection with the Activity, and/or travel before, during or after the Activity.

The Student agree to indemnify and hold harmless Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys fees, and to reimburse Releasees for any such expense incurred in connection with or as a result of (1)(a) Participant’s participation in the Activity or (b) travel associated with the Activity or (2) arising in connection with or as a result of any attempt by anyone, including, not by way of limitation, Participation or anyone claiming on Participant’s behalf, to avoid the terms of this document which I freely sign.

**GOVERNING LAW AND DISPUTE RESOLUTION:**

This Agreement will be governed by the laws of India, without reference to conflict of laws principles. This Agreement and further document related constitutes the entire agreement between the Parties with respect to its subject matter and may not be amended except in a writing signed by a duly authorized representative of the respective Parties.

That in case of any kind of dispute relating to this Agreement, the same shall be first referred and settled through mediation between the Client and the concerned person appointed by the company. This agreement and any dispute relating to this agreement shall be governed by and interpreted in accordance with the law and Parties irrevocably agree that the courts in Goa shall have exclusive jurisdiction.  Parties irrevocably submit to the exclusive jurisdiction of courts located within the Territory.

By: For **M/s Fastest Weight Loss Pvt. Ltd.**

**ACCEPTANCE NOTE**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have read and understood the above terms and conditions governing my consent and collaboration with  M/s Fastest Weight Loss Pvt. Ltd. included in the foregoing Agreement and the same are acceptable to me with consent and without any coercive pressure.

Place:

Date:

**Signature**