

☐ Booking system

☐ Member list

☐ Recommended by _____

Contract

between

CrossFit München GmbH ("CFM GmbH"), Frankfurter Ring 255, 80807 Munich, represented by Alexander Wichmann

and

Last name, first name ("participant"): _____

Street and number: _____

Postal code and city: _____

E-mail: _____

Phone: _____

Birth date: _____

Emergency contact (name/phone): _____

Main location (only one choice possible!):

(Training possible at all locations)

☐ CrossFit Munich Main, Frankfurter Ring 255, 80807 München

Start of contract:

☐ CrossFit Munich East, Neumarkter Str. 74, 81673 München

☐ CrossFit Munich South, Hofmannstr. 7, 81379 München

☐ CrossFit Munich West, Landsberger Str. 454, 81241 München

_____ . _____

| Pricing | Standard 6 month duration / automatically extended by 6 months | | | Flex 3 month duration / automatically extended by 1 month / one-time registration fee 25,- € | | |
|---|---|---|---------------------------|--|----------------------|---------------------------|
| | | Regular (monthly) | Discounted * (monthly) | | Regular (monthly) | Discounted * (monthly) |
| 2 Training Sessions per week | <input type="checkbox"/> | 89,- € | 79,- € | <input type="checkbox"/> | 95,- € | 85,- € |
| 8 Training Sessions per month | <input type="checkbox"/> | 99,- € | 89,- € | <input type="checkbox"/> | 105,- € | 95,- € |
| 3 Training Sessions per week | <input type="checkbox"/> | 105,- € | 95,- € | <input type="checkbox"/> | 110,- € | 100,- € |
| 12 Training Sessions per month | <input type="checkbox"/> | 115,- € | 105,- € | <input type="checkbox"/> | 120,- € | 110,- € |
| 4 Training Sessions per week | <input type="checkbox"/> | 120,- € | 110,- € | <input type="checkbox"/> | 125,- € | 115,- € |
| 5 Training Sessions per week | <input type="checkbox"/> | 135,- € | 125,- € | <input type="checkbox"/> | 140,- € | 130,- € |
| 7 Training Sessions per week | <input type="checkbox"/> | 165,- € | 155,- € | <input type="checkbox"/> | 170,- € | 160,- € |
| Kids Training (1 TS per week) | <input type="checkbox"/> | 39,- € (3 month duration / automatically extended by 3 month) | | | | |
| <input type="checkbox"/> Traveller Membership (5 TS per week) | Duration: 1 month | | | Price: 175 / 165 * € | | |
| <input type="checkbox"/> 10 Training Sessions | Duration: 3 months | | | Price: 165,- € | | |

☐ ***Discounted membership**

Discount applies to schoolchildren, full-time students and trainees up to the age of 30 as well as those doing military service and active forces in the Bundeswehr, police, fire brigade and medical services.

A copy of the employment contract, the enrollment certificate or similar must be submitted with the contract!

End of discount: _____

1. Training

The training is based on the CrossFit methodology. It is done in groups, in the presence of a trainer. The use of the premises and/or equipment (dumbbells, kettlebells, medicine balls, etc.) or the facilities for other training methods is only possible with the prior consent of CFM GmbH. Training dates and locations will be announced (via website, booking system, flyers). If it becomes impossible for CFM GmbH to provide services for reasons for which it is not responsible, the participant is not entitled to compensation. Already booked training sessions must be canceled in time before the start of said training. Otherwise, even in the event of a no-show, one unit will be deducted from the participant's quota!

2. Participation

The weekly or monthly training package selected in the contract refers to the period specified in each case. Training sessions not used during this period expire and cannot be transferred to a later period. In the case of incomplete periods (e.g. a week or month that has already begun), the training sessions are calculated proportionally to the days of the incomplete period.

3. Contract Duration

Standard Contract

The contract is binding for a period of 6 months (from the 1st of the following month). A termination must be given in writing. The notice period is 1 month prior to the end of the contract. If the contract is not terminated in due time, it will be extended by 6 months. You will be automatically notified 7 days before the end of the notice period via our booking system Eversports. Upon request the contract can be terminated prematurely against payment of 75 % of the fees still due.

Flex Contract

The contract is binding for a period of 3 months (from the 1st of the following month). The one-time registration fee of 25,- € will be debited along with the first monthly fee. The notice period is 1 month prior to the end of the contract. If the contract is not terminated in due time, it will be extended by 1 month. There won't be any notification before the end of the notice period via our booking system Eversports. Upon request the contract can be terminated prematurely against payment of 75% of the fees still due.

In general, cancellations due to relocation can only be recognized with written, official proof. This must be received by CFM GmbH 5 days before the end of the month.

The 10-card contract ends automatically after 3 months. During this period you can take part in 10 training sessions.

4. Locations

The participant will be assigned to the CrossFit München GmbH location named on page 1. The participant can also train at other locations. Moving or giving up locations other than the location assigned to the participant have no influence on the contractual relationship with CrossFit München GmbH. The deadlines specified under point 3 (contract duration) apply to the change of location.

5. Suspension of the contract

The participant has the right - with a notice period of at least 4 weeks - to suspend the contract once per calendar year for a period of one or two full months. During this period, the participant is not obliged to pay the participation fee. The participant then owes a one-off payment of € 25.

If the suspension of the contract is utilized, the current contract duration is extended by the length of the suspension period, if a termination takes place during this contract duration. Injury-related suspension of the contract can be begun as soon a medical certificate is submitted, and extends for a maximum of the duration specified on the prescription. There is no fee for this medical suspension. This does not extend the contract duration.

6. Changing the contract

Upgrades (change to a contract with more services) can be made on the 1st or 15th of each month. The contract then begins, as with the signing of a new contract, from the beginning. Downgrades (change to a contract with a lower range of services) can only be made the next possible termination date. All changes can only be made at the rates valid at the time of the change.

7. Payment

The current month will be charged as a proportion of how much of the month is remaining. Participants under the age of 18 and for pupils, students, those doing civil or military service and trainees will be charged a reduced fee. Corresponding proof (student ID, certificate of study, etc.) must be provided. The payment is made by direct debit. Packages of 10 tickets can be paid in cash in advance. Fees and costs for returned direct debits due to lack of funds in the account shall be borne by the participant.

8. Cancellation of kids classes

CrossFit Munich endeavors to hold all classes on the current schedule. If classes are canceled, there are usually sufficient alternative options either at the same location or at the same time at another location.

An exception to this is the Kids Training, where only one weekly lesson takes place for both Kids classes. As the kids' classes are more demanding on the pedagogical skills of the coach, only a limited number of coaches are available for these lessons. We therefore reserve the right to cancel classes up to 4 times per calendar year without this giving rise to a claim for compensation. From the fifth cancellation we would refund the monthly fee pro rata for all children registered at the time of cancellation.

9. Liability

Training is at the participant's own risk. CFM GmbH is not responsible for any damage, in particular to the participant's health, due to improper use of the equipment, unless the damage is caused by gross negligence on the part of CFM GmbH. Tests (benchmarks / exercise units to determine performance) are carried out at the participant's own risk. No liability is accepted for items brought along by participants, in particular clothing and clothing and valuables. All training equipment and the premises must be treated with care and kept clean.

10. Miscellaneous

By signing the contract, the participant recognizes the content of the contract as binding and declares his or her consent to the storage of their personal data, which is also subject to data protection and will not be passed on to third parties. Should any provision of this contract be invalid, this shall not affect the validity of the remainder of the contract. In this case, the contracting parties are mutually obliged to agree on an effective provision that most closely corresponds to the content of the present contract. Verbal agreements are not valid. Amendments and supplements to this contract must be made in writing. This written form requirement can only be waived by a written declaration by both parties to the contract.

Declaration

The participant confirms that a medical fitness test has confirmed their physical fitness for competitive sports, strength endurance and fitness training. Adequate insurance coverage is the responsibility of the participant (e.g. accident, health insurance).

CFM GmbH does not check the result of the sports fitness test. Each participant will discuss any pre-existing conditions and medication (e.g. high blood pressure, knee or spinal injuries etc.) with their doctor. The doctor and the participant must decide whether the participant can take part in the CF training. In the case of certain illnesses, CFM GmbH reserves the right to exclude persons from training participation or to offer a limited range of training.

I. Data protection

CFM GmbH does not pass on any customer data to third parties unless the participant requests this in writing. Data such as address, date of birth or similar can be used and managed by CFM GmbH using Google Docs. The data protection guidelines of Google Inc, California, USA apply. If a participant does not wish this, he/she must inform CFM GmbH of this by CFM GmbH by means of a letter.

II. Use of data

The participant is aware that CFM GmbH may take photos and videos of the participant and use the material for documentation, advertising and/or marketing purposes, including on the website of CFM GmbH website.

III. Signature

The participant confirms with his/her signature that he/she has understood the disclaimer and agrees to it.

!

X

Signature of the participant,
For minors, signature of a legal guardian

Signature CrossFit München GmbH

www.crossfitmunich.com

info@crossfitmunich.com / USt-ID: DE279777957

Commerzbank München / Kto.: 760196603 / BLZ: 70040048

IBAN: DE33 7004 0048 0760 1966 03 / BIC: COBADEFFXXX

When paying in cash or by card (e.g. 10 ticket):

Amount of _____ euros gratefully received on _____.

Signature CrossFit München GmbH: _____

Issuing a direct debit authorization and a SEPA direct debit mandate

Name of the payee: CrossFit München GmbH

Address of the payee

Frankfurter Ring 255
80807 München

Creditor identification number: DE60CFM00000462743

Mandate reference (to be completed by the payee):

Name of the participant

Direct debit authorization:

I/We revocably authorize the payment recipient **CrossFit München GmbH** to collect the payment due from me/us by direct debit from my/our account when due.

SEPA direct debit mandate:

I/we authorize (A) the payment recipient CrossFit München GmbH to collect payments from my/our account by direct debit. At the same time (B) I/ we instruct our credit institution to honor the direct debits drawn by the payee CrossFit München GmbH on my/our account.

Note: The advance notice period is reduced to 2 days.

Payment method : ☐ Recurring payment

☐ One-time payment

Name of account holder (only if different from participant):

Address of the account holder (only if different from the participant)

Street and house number:

Postal code and city:

Account number: _____

Bank routing number: _____

Credit institution: _____

IBAN of the payer:

DE

BIC (8 oder 11 Stellen): _____ D E _____

Place: Munich, date (dd/mm/yyyy): / /

Signature(s) of the payer (account holder):

X