

MERGE Fitness: Client Booking Agreement

Version 2026-10-20 | Effective 20 October 2026 | Reviewed by legal counsel, October 2026

MERGE Fitness, 278 East 1st Avenue, Vancouver, BC, Canada. info@crossfitbc.com

Client and booking details

Client name	
Business represented	
Attendee	
Email	
Service (Schedule A or B)	
Confirmed date and time	
Total fee incl. tax	

Schedule A: 1-1 strategy session

Service	One 1-1 strategy session with Dai Manuel
Fee	CA\$300, plus applicable GST/PST
Format	Online, at the confirmed date and time (Vancouver time)
Cancellation	48 hours or more before the start: full refund or one free reschedule

Schedule B: Strategy Day

Service	One place at a MERGE Strategy Day group event, capped at 16 attendees
Fee	CA\$1,497 for the first Strategy Day, plus applicable GST/PST
Included coaching	5 individual 60-minute Zoom sessions with Dai within 90 days
Cancellation	14 days or more before: full refund. 7 to 13 days: 50%. Under 7 days: no refund, subject to mandatory rights

General terms

These terms apply to new bookings accepted on or after 20 October 2026. Existing bookings change only by separate agreement. Your confirmed booking details and any agreed written amendments form part of the agreement. Mandatory consumer and other statutory rights are preserved.

1. Who you are booking with

MERGE Fitness, 278 East 1st Avenue, Vancouver, BC, Canada, is the service provider. Contact info@crossfitbc.com for booking questions, cancellations and complaints. Dai Manuel delivers the agreed coaching unless the client accepts a replacement in writing.

The final signed agreement must identify the client, any business represented, the attendee, service, confirmed date, time zone, location or online format, deliverables and total fee with applicable taxes. A business representative must have signing authority. Paying personally does not determine whether consumer protections apply.

For accepted bookings, specific written amendments take priority over the completed service schedule, which takes priority over the general terms, always subject to mandatory law. A website visit, payment receipt or interest-list submission does not alone prove acceptance of these terms.

2. Services and deliverables

The 1-1 Strategy Session is a 60-minute Zoom business strategy session with Dai, priced at CA\$300 before applicable taxes. It addresses an agreed business issue and includes a written plan for the next 30 days. Delivery deadline: five business days after the session, subject to receipt of agreed client information. Ongoing coaching and implementation work are not included unless separately agreed. The plan is delivered as an emailed PDF or shared document sent to the named client. MERGE will request missing information in writing; any revised deadline must be agreed, not extended indefinitely.

Strategy Day is a group business strategy event for up to 16 entrepreneurs and fitness or health professionals, not a private full-day consultation for one business. The first Strategy Day is CA\$1,497 per attendee before applicable taxes. Future days are CA\$3,997 per attendee before applicable taxes. The booking schedule must select one fee and confirm the date, event hours, format and location before payment.

Strategy Day includes facilitated review of relevant business numbers, customer or member journeys, pricing and team priorities, a written 90-day plan, and five hours of follow-up coaching with Dai for each attendee, advertised at a value of CA\$1,500. That value is not cash, a separate refundable purchase or a promised financial return. Plan deadline: five business days after the event. The schedule must specify how each attendee receives their plan. The inaugural-event fee applies to each attendee at the first event; the future-event fee applies to later events, unless a separately agreed offer is recorded.

Included follow-up coaching: five individual 60-minute Zoom coaching sessions, scheduled by mutual agreement within 90 days after Strategy Day. If MERGE cannot offer reasonable availability, the use period is extended. Timely requests for accessibility or exceptional-circumstances extensions will be considered in good faith. Coaching cannot expire because of MERGE's own unavailability.

Strategy Day remains a free interest list for early 2027 until dates and booking details are confirmed. Joining does not reserve a place. When paid registration opens, confirmation must identify a named

attendee and dated group-event place. Payment alone is not proof of confirmed scheduling.

3. Fees, taxes and credits

All fees are in Canadian dollars. Only legally applicable taxes will be charged and disclosed before payment. Travel, accommodation and other extras are excluded unless itemised and accepted in writing. Tax depends on the service and buyer location; GST and PST do not necessarily both apply.

Advertised upgrade credits and any agreed Sprint credits must be recorded with their amount, qualifying start date and application in the booking confirmation. Credits are not cash refunds unless required by law. No unconfirmed credit or upgrade creates automatic recurring charges.

Payment timing: full payment after acceptance of the completed agreement and confirmation of the event date or available session times. If payment is collected before a session time is selected and no mutually acceptable slot can be offered, MERGE will offer a full refund. No booking automatically enrolls the client in a recurring subscription or paid package.

4. session cancellation and rescheduling

This section covers the standalone CA\$300 session only. Send notice to info@crossfitbc.com or use the confirmed Calendly cancellation or rescheduling link. Email notice counts when received, or a link request when confirmed by the booking service; an acknowledgement delay does not change that timestamp. If a link fails, send email. Timing is measured in elapsed hours against the current confirmed start time and its time zone, including after rescheduling. The following cancellation rules apply.

At least 48 hours before a paid session: cancel for a full refund or reschedule once without a fee, subject to mutually available times. Less than 48 hours before the session, or a no-show: no refund applies, and a replacement session requires written agreement. Exceptional circumstances and mandatory statutory rights are considered in good faith; mandatory statutory rights are preserved.

If MERGE cancels, cannot provide the agreed service or cannot offer an acceptable alternative time, the client may choose a full refund for the undelivered session instead of a credit. Client lateness does not extend the end time. Provider-caused interruptions will be made up or addressed by an appropriate refund.

5. Strategy Day cancellation and refunds

At least 14 calendar days before the confirmed event: full refund. At least seven but fewer than 14 calendar days before the event: refund of 50% of the event fee and corresponding refundable tax. Less than seven calendar days before the event, or a no-show: no refund applies, subject to law and the remedies below. These cutoffs mean 336 and 168 elapsed hours respectively before the confirmed start time, using its time zone. Notice and link failures are handled as in section 4. If the client accepts a changed date, cutoffs apply to that new confirmed date.

Attendee substitution: request a replacement in writing at least 48 hours before the event. MERGE will not unreasonably refuse a suitable replacement who accepts the agreement and meets event requirements. A cancelled registration does not retain a separate entitlement to included coaching. Coaching is not exchanged for cash merely because the client chooses not to use it. Included-coaching policy, separate from the CA\$300 session policy: at least 48 hours notice permits rescheduling without

loss of hours; late cancellation or a no-show consumes only the booked coaching time, subject to exceptional circumstances and mandatory rights. MERGE-caused cancellations do not consume hours or create a charge.

If MERGE cancels the event or materially changes its date, location, format or deliverables, the client may accept the change or choose a full refund of the undelivered package rather than a forced credit. If only part has been delivered and the rest cannot be delivered, the client receives a refund for the undelivered portion, without restricting any greater statutory remedy. Before signing, allocate the total package fee between event facilitation, written plan and coaching in the service schedule. The undelivered-portion refund is the allocated amount for wholly undelivered components, plus the unused proportion of partially delivered components, adjusted for refundable tax. The promotional coaching value is not automatically that allocation. If no allocation was agreed, resolve a reasonable valuation in good faith without delaying undisputed refunds or limiting statutory remedies.

Disruption outside either party's reasonable control requires prompt notice and reasonable efforts to reschedule. It is not a blanket exemption from refund obligations. Refund processing: submit refunds to the original payment method within 10 business days after receiving an eligible cancellation or confirming provider non-delivery; any undisputed amount must not wait for agreement about a disputed amount, with payment-provider settlement time additional. Do not deduct processing charges from a promised full refund.

6. Advice, results and client responsibilities

MERGE provides business education, consulting and coaching, not legal, tax, accounting, investment, medical, mental-health or other regulated professional advice. The client is responsible for implementation, operational decisions and obtaining appropriate professional advice. MERGE remains responsible for performing agreed services with reasonable care and skill.

No specific revenue, profit, membership, health or business outcome is guaranteed. Case studies describe particular circumstances, not typical promised results. Member Math outputs are hypothetical revenue scenarios based on stated assumptions, not forecasts, profit estimates or guarantees. AI-generated suggestions may be incomplete or wrong and require independent review before use.

The client will provide timely, accurate information they have authority to share, attend appointments and behave respectfully. Share aggregated or anonymised business figures wherever possible. Do not submit identifiable member, employee, health, payment or other sensitive information through public forms, AI prompts or group discussion.

No exercise, treatment, diagnosis or physical participation is included. Any later physical activities require a separate scope, appropriate screening, safety procedures, insurance review and legally appropriate participant consent.

7. Confidentiality, privacy and recording

Each party will use the other's non-public business information only to deliver or receive the service, protect it with reasonable safeguards and share it only with authorised people or providers who need it, or as required by law. Exceptions apply to information already public without breach, independently developed or lawfully received from another source.

Group attendees must not disclose another participant's non-public information. MERGE will set expectations and address breaches but cannot guarantee every participant's conduct. Competitively sensitive discussion of future prices, wages, market allocation or coordination is not part of the event and must not occur.

This agreement alone does not authorise recording, transcripts, photography, testimonials, AI transcription or AI analysis of confidential content. Any such use requires separate clear notice and appropriate permission, covering access, retention and intended use. Declining optional publicity does not reduce the agreed service.

Our privacy notice explains booking, payment, service providers, retention, international processing and access and correction requests. Newsletter consent is separate and optional. This contract is not blanket consent to marketing, advertising tracking, publicity or AI processing.

8. Materials and use of work

The client retains ownership of supplied business information. MERGE retains its pre-existing methods, templates and training materials. Once paid, the client receives a non-exclusive licence to use the delivered plan and materials internally in their business, including sharing with staff and professional advisers under appropriate confidentiality.

Resale, public redistribution or use of another attendee's materials needs permission. MERGE may not publish the client's name, logo, private results or testimonial without separate written permission. Any broader transfer of bespoke intellectual property must be recorded in the schedule.

9. limits of liability

IMPORTANT LIMITATION OF LIABILITY. To the extent permitted by law, MERGE's aggregate liability arising from the specific booking, whether in contract, tort including ordinary negligence, or otherwise, is limited to the total service fees paid or payable for that booking, excluding tax.

To the extent permitted by law, neither party is liable to the other for indirect or consequential losses arising from the booking, such as consequential lost profits or lost business opportunities. This does not exclude an agreed refund or eliminate remedies for failure to deliver the promised service.

The cap and exclusions do not apply to fraud, wilful misconduct, gross negligence, death or personal injury caused by negligence, breach of confidentiality or privacy obligations, or liabilities and rights that cannot lawfully be limited. The cap does not reduce an expressly promised refund.

There is no blanket waiver of all claims or unlimited client indemnity. Nothing removes mandatory consumer, privacy or other statutory protections. These terms do not guarantee that any limitation will be enforceable in every circumstance.

10. Complaints, law and acceptance

Raise concerns promptly at info@crossfitbc.com. Both parties will try in good faith to resolve complaints or service failures, without making that process a condition of statutory remedies, lawful payment disputes or access to courts or regulators.

Governing law: British Columbia and applicable federal Canadian law. Forum: courts in British Columbia where lawful, without displacing mandatory local consumer protections or forum rights. There

is no mandatory arbitration clause.

The agreement may be signed in counterparts and by a legally valid electronic signature, subject to applicable law. Deliver the signed version, completed schedule and amendments to both parties and retain an acceptance audit trail. Existing clients must explicitly agree to changes; posting new website terms does not retrospectively amend a booking.

Signatures

By signing, each party agrees to this agreement, including the general terms and the selected schedule.

Client signature	
Name and date	
MERGE Fitness signature	
Name and date	