

## TERMS AND CONDITIONS- MOVEMENT ARTS WEBSITE

### **Cancellation Policy**

I acknowledge that when I book a session time, I am reserving a valuable spot within the practitioner's day. We require **48 hours notice of cancellation** for an appointment for this reason, otherwise a **cancellation charge in the amount of the full session fee will apply**. We do this to ensure that clients who are on waitlists can be accommodated, and to limit gaps in a practitioner's day when they can be earning income.

### **Terms and Risk**

I acknowledge my consent to take part in supervised Pilates and Movement Therapy sessions offered by Lily, or associated instructors with Movement Arts/The Movement Room.

I understand that I may ask any questions or request further explanation or information about the exercises at any time, before, during, and after the exercise session.

I understand that I am responsible for my well being, and that I may modify and/or refrain from certain exercises, and can stop doing the exercise session at any time.

I understand that there exists the risk of bodily injury including, but not limited to, injuries to the muscles, ligaments, tendons, and joints of the body, although every effort is made by the practitioner to prevent occurrences of injury or harm to you, the participant.

I also understand that during the Pilates and Movement Therapy session, physical touching and positioning of my body may be necessary to assess my muscular and bodily reactions to specific exercises, as well as to ensure that I am using proper technique and body alignment. I expressly consent to the physical contact for the stated reasons above. I also acknowledge that I can revoke my consent at any time and that I may ask that the instructor not lay their hands on any or certain parts of my body.

I understand and acknowledge that there exists the risk of bodily harm, serious injury, or death with the use of exercise equipment.

I understand and agree that Lily, and associated instructors with Movement Arts are not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I agree to release Lily, and associated instructors with Movement Arts and all of its directors, officers, employees and agents of and from any and all complaints, claims, demands or causes of action and agree to waive any right that I may otherwise have to bring legal action against them. I understand that if I file a complaint, claim, demand or proceeding of any kind whatsoever in relation to my participation in a Pilates and Movement Therapy session, this release and waiver of liability may be invoked as an obstacle to any such proceeding.

## **General Liability Release for Online Movement Arts Lab Classes**

THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY.

**You, the client, are aware that there are risks associated with participating in Fitness activities and exercise. Your participation is completely voluntary, and you freely accept and fully assume all responsibility for all risks, and all possibilities of personal injury, death, property damage or loss to yourself or any other person as a result of your participation in fitness activities. You and your heirs, next of kin, executors, administrators and assigns agree:**

- a) to waive all claims, known or unknown, that you have or may have in the future against Movement Arts, including their owners, officers, directors, agents, employees, volunteers, business operators, independent contractors and site property owners or lessees (the organization) ;
- b) that Movement Arts is not liable or responsible for any damage to, loss or theft of your property;
- c) to release and forever discharge Movement Arts from all liability for any personal injury, death, property damage or loss resulting from your participation in fitness activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake in error of judgement of the instructor, and
- d) to be liable for and to hold harmless and indemnify Movement Arts and associated instructors from all actions, proceedings, claims, damages, costs demands, including court costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with your participation in fitness activities.

**\*Please consult your physician prior to starting an exercise or fitness program, and prior to using this Facility\***

## PRIVACY POLICY- MOVEMENT ARTS WEBSITE

### **www.movementarts.ca Privacy Policy**

Type of website: Pilates and Fitness

Effective date: 15th day of December, 2023

www.movementarts.ca (the "Site") is owned and operated by Lily McEvenue. Lily McEvenue can be contacted at:

[lily@movementarts.ca](mailto:lily@movementarts.ca)

(647) 654-4131

44 Brookmount Rd

#### **Purpose**

The purpose of this privacy policy (this "Privacy Policy") is to inform users of our Site of the following:

1. The personal data we will collect;
2. Use of collected data;
3. Who has access to the data collected; and
4. The rights of Site users.

This Privacy Policy applies in addition to the terms and conditions of our Site.

#### **Consent**

By using our Site users agree that they consent to:

1. The conditions set out in this Privacy Policy; and
2. The collection, use, and retention of the data listed in this Privacy Policy.

## **Personal Data We Collect**

We only collect data that helps us achieve the purpose set out in this Privacy Policy. We will not collect any additional data beyond the data listed below without notifying you first.

### **Data Collected Automatically**

When you visit and use our Site, we may automatically collect and store the following information:

1. Clicked links; and
2. Content viewed.

### **Data Collected in a Non-Automatic Way**

We may also collect the following data when you perform certain functions on our Site:

1. First and last name;
2. Age;
3. Date of birth;
4. Email address;
5. Phone number;
6. Address; and
7. Payment information.

This data may be collected using the following methods: online booking site, client profiles, charting, and payment collection on client profiles where payment records are on file.

## **How We Use Personal Data**

Data collected on our Site will only be used for the purposes specified in this Privacy Policy or indicated on the relevant pages of our Site. We will not use your data beyond what we disclose in this Privacy Policy.

The data we collect when the user performs certain functions may be used for the following purposes:

1. online booking system and newsletter communication

### **Who We Share Personal Data With**

#### Employees

We may disclose user data to any member of our organization who reasonably needs access to user data to achieve the purposes set out in this Privacy Policy.

#### Third Parties

We may share user data with the following third parties:

1. Noterro Booking System, SquareUp payment processor

We may share the following user data with third parties:

1. First Name, Last Name, Address, Birthday, Payment Method

We may share user data with third parties for the following purposes:

1. To maintain a secure client profile for an efficient booking system, and to collect payment, and keep records of receipts of payment.

Third parties will not be able to access user data beyond what is reasonably necessary to achieve the given purpose.

#### Other Disclosures

We will not sell or share your data with other third parties, except in the following cases:

1. If the law requires it;
2. If it is required for any legal proceeding;
3. To prove or protect our legal rights; and
4. To buyers or potential buyers of this company in the event that we seek to sell the company.

If you follow hyperlinks from our Site to another site, please note that we are not responsible for and have no control over their privacy policies and practices.

### **How Long We Store Personal Data**

User data will be stored until the purpose the data was collected for has been achieved.

You will be notified if your data is kept for longer than this period.

### **How We Protect Your Personal Data**

While we take all reasonable precautions to ensure that user data is secure and that users are protected, there always remains the risk of harm. The Internet as a whole can be insecure at times and therefore we are unable to guarantee the security of user data beyond what is reasonably practical.

### **Children**

We do not knowingly collect or use personal data from children under 13 years of age. If we learn that we have collected personal data from a child under 13 years of age, the personal data will be deleted as soon as possible. If a child under 13 years of age has provided us with personal data their parent or guardian may contact our privacy officer.

### **How to Access, Modify, Delete, or Challenge the Data Collected**

If you would like to know if we have collected your personal data, how we have used your personal data, if we have disclosed your personal data and to who we disclosed your personal data, or if you would like your data to be deleted or modified in any way, please contact [lily@movementarts.ca](mailto:lily@movementarts.ca)

### **How to Opt-Out of Data Collection, Use or Disclosure**

In addition to the method(s) described in the *How to Access, Modify, Delete, or Challenge the Data Collected* section, we provide the following specific opt-out methods for the forms of collection, use, or disclosure of your personal data:

1. . You can opt-out by not subscribing to the newsletter

### **Modifications**

This Privacy Policy may be amended from time to time in order to maintain compliance with the law and to reflect any changes to our data collection process. When we amend this Privacy Policy we will update the "Effective Date" at the top of this Privacy Policy. We recommend that our users periodically review our Privacy Policy to ensure that they are notified of any updates. If necessary, we may notify users by email of changes to this Privacy Policy.

### **Contact Information**

If you have any questions, concerns or complaints, you can contact [lily@movementarts.ca](mailto:lily@movementarts.ca)

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