



General Terms and Conditions

By checking the confirmation box, I confirm, declare and agree that:

Activity

1. I would like to participate in the group trainings for physical activities offered as a nonprofit service to the public by ShapePark Association (RA) at the ShapePark compound in Kfar Saba.
2. I am aware that the ShapePark Association offers group training sessions with professional coaches at exercise stations (which are well instructed by iconographic signs) set along the outdoor (or part of them) fitness trail situated in the compound and encourages the trainees to persevere in the activity.
3. I am aware of the risks involved in and associated with participation in physical activity, and my participation in the physical activity is solely at my own personal responsibility.
4. I am aware that ShapePark Association is not the owner or lessee of the exercise stations, and the trail does not have exclusivity with respect to their use, that they are available for the free and unlimited use by the general public and that they were not installed and are not maintained by ShapePark Association.
5. The start and duration of the activity will be according to the program selected on the registration form, and the registration fee will be calculated accordingly. The participation fee is for this duration and not for the number of activities. Registration is personal and is nontransferable.
6. No activity will be held on holiday eves and holidays, intermediate days of long Jewish holidays ("chol hamoed"), extended holiday observance days ("isru chag"), memorial days and memorial day eves, days of rest, days on which the weather does not allow the activity to be held, and days on which the activity is prohibited or if it is considered hazardous. Payments will not be refunded in respect of these days. If possible, ShapePark Association will offer activity on alternative days, however it does not guarantee to do so.
7. An activity canceled by an instructor will be held, to the extent possible, on an alternative date to be scheduled by ShapePark Association or a party on its behalf.
8. ShapePark Association will be entitled to terminate the participation of any participant whom anyone on its behalf believes is disrupting the activity or conducting themselves in an inappropriate manner during the activity, if the disruption or conduct do not stop after a warning is issued. In this case, the policy for refunds of the participation fee shall apply, as set out below, and the participant will be deemed to have sought to cancel their participation.
9. You may register for a trial activity in accordance with the payment terms on the online registration form.
10. ShapePark Association, the instructors, managers of the association and anyone on their behalf will not be liable in any manner whatsoever for any harm I incur due to my participation in an activity, and upon joining an activity, I exempt the Association, instructors, Association managers from any liability as set out above and hereby absolutely and definitively waive any claim and/or lawsuit against them in this regard.
11. ShapePark Association may make use of my images and/or videos and/or recordings and/or statements I have made as part of the activity of the Association and promotion of its objectives.
12. The Association has the full prerogative to determine whether the activity will be held, the scope, dates, and content of the activity, etc.

Cancellation and Refund Policy

13. **Failure to actually participate in the activity for which registration was done, whether once or multiple times, without cancellation of the Participation Agreement as set out below, will not entitle the participant to any refund whatsoever.**



14. Any request to cancel the Participation Agreement will be submitted to ShapePark Association only by e-mail or registered mail. Cancellation request may not be submitted through the coaches.
15. The date of the cancellation will be the date on which the referral was received by ShapePark Association. The cancellation is not retroactive and there will be no refunds for the period up to the date of the cancellation.
16. Cancellation of the agreement will be possible within 14 days from the date of registration and, in this case, at the request of the participant, the participation fee will be refunded, less payment for the relative period of the time of activity until the date of actual submission of the cancellation notice to ShapePark Association.
17. In case of cancellation later than 14 days from the date of registration, at the request of the participant the remainder of the participation fee for the period following the cancellation will be refunded, after deducting payment for administration fees in the amount of NIS 150.
18. In cases of general cancellation of the activity by ShapePark Association, or the activity for which registration was performed or change of the day of the activity to a day on which the participant cannot participate, the participant will be able to cancel their participation and will receive a full refund for the period that has not yet passed.

Health

19. My health permits me to participate in active or passive training such as that held at the facility. Therein I confirm that:
 - A. I am aware that the physical activity requires proper fitness and health.
 - B. I have no health or other conditions which may prevent me from taking part in the physical activity, and my medical condition is good.
 - C. I am not allowed to take part in this activity should my health be impaired.
 - D. Without derogating from the generality of the above, I am not allowed to take part and will not take part in the physical activity if I have been diagnosed as having heart disease, if I have chest pain, if over the past year I lost my balance due to dizziness or lost consciousness, etc., unless I receive medical approval, according to which the physical activity at the facility does not put me at risk.
 - E. I am solely responsible for checking my health before beginning the activity and as necessary.

Minors

20. Should the participant be a minor, this declaration is given by a parent (in the name of the other parent as well), guardian or anyone who is authorized to declare on their behalf by law.