**Personal Training Contract**

This Personal Training Agreement (“Agreement”) dated on this \_\_\_ day of \_\_\_\_\_\_\_, 20\_\_ (the “Effective Date”) is made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Company”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Client”), herein collectively referred to as the “Parties” for the purpose of setting forth the exclusive terms and conditions by which the Client desires to acquire the services (“the Services”) of Personal Trainer(s) ( the “Personal Trainer”).

**WHEREAS**, the Personal Trainer is engaged in the business of providing Personal Training Services.

**WHEREAS**, the Client wish to avail such services from the Personal Trainer in accordance with the terms and conditions of this contract.

**NOW, THEREFORE, FOR ALL GOOD AND VALUABLE CONSIDERATION**, the Personal Trainer and the Client hereby agree as follows:

**Terms.** The Client acknowledges that they agree for the services of the above-referenced Personal Trainer provided by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Personal Trainer will create a customized fitness program for the Client that in accordance with the Client’s fitness level, goals, and experience. The Client understands and agrees that a different Personal Trainer may be assigned to the Client at any time. The Client may also request a different Personal Trainer and the Company agrees to make a reasonable effort to accommodate the Client’s request if possible.

The Training programs will be composed of various Training Sessions (the “Sessions) shall last \_\_\_\_ minutes.

The Client agrees to read and sign the Full Disclosure of Physical Conditions, Release from Liability and Informed Consent and Assumption of Risk form attached as **Addendum I** to this Agreement. The Client understands that the attached addendum shall be incorporated into this Agreement.

Further, the Client agrees to inform both the Company and Personal Trainer of any and all physical conditions that may affect their capability to participate in the Sessions.

**Personal Training Packages and Payments.** The Personal Training Packages offered by the Company and Personal Trainer include various fitness programs involving a variety of exercises and activities. The exercises and activities may include, but are not limited to, the following: weightlifting and training, stretching, aerobics, physical conditioning, cardiovascular training, circuit training, muscle strengthening, endurance, use of free weights, training equipment, machinery, and physical fitness testing, and other physical training activities, exercises, and techniques.

The Training Package chosen by the Client will include \_\_\_\_ Sessions. The Client agrees to pay the Personal Trainer $\_\_\_\_\_\_ per Session.

Client may pay per Session prior to the start of each Session. The Client may also pay for all Sessions upon the execution of this Agreement at a discounted rate of $\_\_\_\_\_.

All Sessions must be used within \_\_\_\_\_ days of the Effective Date of this Agreement. The Client will not be entitled to a refund of the cost for any of the Sessions not used within \_\_\_\_\_ days. Should Client wish to purchase additional Sessions, the Parties shall enter an Amendment to this Agreement.

|  |  |
| --- | --- |
| **Total Cost of Sessions** |  |
| **Amount Due on Signing** |  |
| **Amount Due on Competition**  |  |
| **Additional Costs (if applicable)** |  |

Payments may be made by [ ] credit card [ ] check, or any other approved method of payment accepted by the Company or Personal Trainer.

**Cancellation Policy.** Should the Client need to cancel a scheduled Session, a twenty-four (24) hours’ notice is required. Notice must be provided by phone and confirmed in writing. If the Client fails to give a minimum of twenty-four (24) hours’ notice on more than one occasion, Client may be required to pay \_\_\_% of the fee for the canceled Session.

Canceling more than \_\_\_\_ consecutive Sessions, or more than \_\_\_\_\_ total scheduled sessions, without prior consent of the Personal Trainer, shall be deemed a material breach.

In the event the Personal Trainer needs to cancel a scheduled Session, twenty-four (24) hour notice will be given to the Client by phone and confirmed in writing. If the Personal Trainer fails to give twenty-four (24) hour notice, Client will receive one (1) free Session for each occurrence.

**Indemnity and Waiver.** The Client hereby agrees to indemnify the Company, Personal Trainer, or staff for any illnesses, injuries, or expenses from the Client’s participation, specifically if the Client has failed to disclose any known medical conditions or similar information that may impact the Client’s ability to participate in the Training Program.

**Termination.** Either Party may terminate this Agreement upon thirty (30) days advance notice of termination to the other Party. Upon termination by either Party, the Personal Trainer will refund the Client all monies paid for any unused Sessions.

The Client understands that the Personal Trainer may terminate this Agreement at any time if the Client fails to pay for the Services provided under this Agreement or if the Client breaches any other material provision listed in this Personal Training Contract. The Client agrees to pay any outstanding balances within \_\_\_\_\_ days of termination.

**Warranties.** There are no warranties either express or implied in this Personal Training Contract that are not expressly covered in this Contract. The Personal Trainer expressly contends that results will vary among clients based upon a variety of factors, including but not limited to, body type, fitness level, nutrition, etcetera and no guarantees of such results are possible.

**Dispute Resolution and Governing Law.** Parties to this Agreement shall first attempt to settle any dispute through good-faith negotiation. If the dispute cannot be settled between the parties via negotiation, either party may initiate mediation or binding arbitration in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

If the parties do not wish to mediate or arbitrate the dispute and litigation is necessary, this Agreement will be interpreted based on the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, without regard to the conflict of law provisions of such state.

The Parties agree the dispute will be resolved in a court of competent jurisdiction in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This Agreement shall be binding upon the successors and assigns of the respective parties.

**Legal Fees.** Should a dispute between the named Parties arise lead to legal action, the prevailing Party shall be entitled to any reasonable legal fees, including, but not limited to attorneys’ fees.

**Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**No Waiver.** No waiver of or failure to act upon any of the provisions of this Agreement or any right or remedy arising under this Agreement shall be deemed or shall constitute a waiver of any other provisions, rights or remedies (whether similar or dissimilar).

**Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile. email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Electronic Signatures.** This Agreement and related documents entered into in connection with this Agreement are signed when a party’s signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

**Captions for Convenience.** All captions herein are for convenience or reference only and do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

**Entire Agreement.** This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

Any Client under the age of eighteen (18) must have a parent or legal guardian sign this Contract.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, the undersigned have executed this Personal Training Contract effective as of the \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (the “***Effective Date***”).

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Company’s Signature Client’s Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Company’s Printed Name or Entity Client’s Printed Name or Entity

**Company’s Contact Information: Client’s Contact Information:**

Address: Address:
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
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Phone Number(s): Phone Number(s):
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
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Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum I

**FULL DISCLOSURE OF PHYSICAL CONDITIONS, INFORMED CONSENT AND ASSUMPTION OF RISK AND RELEASE OF LIABILITY**

The Client understands and acknowledges that the Personal Trainer is not a medical professional. The Personal Trainer cannot and is without the expertise to diagnosis any impairments or medical conditions. The Client agrees to promptly and disclose to the Company and Personal Trainer of any injury, condition, or impairment where they may be impacted by this Training Program. The Client acknowledges that it is the Company and Personal Trainer’s decision to discontinue training activities as a result of any injury, impairment, or condition that presents an adverse or negative risk, threat to health or safety or the Client.
Please initial each below indicating your agreement and certification and full disclosure.

\_\_\_\_\_\_ The Client certifies that they are physically sound and are not suffering from any impairment, condition, infirmity, disease, or illness that would prevent their participation in the Training Program.

\_\_\_\_\_ The Client certifies that they have been advised of the necessity of a physician’s approval for the participation in the Training Program.

\_\_\_\_\_ The Client certifies that they assume the risk of any physical injury whether severe, minor, or otherwise.

\_\_\_\_\_ The Client certifies that they will hold a continuing obligation to the Company and Personal Trainer(s) in the event any of the suggested activities cause distress beyond the Client’s limit.

\_\_\_\_\_ The Client certifies that they will hold a continuing obligation to notify the Company and Personal Trainer(s) of any injury, impairment, physical condition whereby they may by impacted by this Training Program.

\_\_\_\_\_ The Client certifies that they assume all responsibility for their participation in this Training Program.

**IN WITNESS WHEREOF**, the undersigned have executed this Full Disclosure of Physical Conditions, Informed Consent and Assumption of Risk and Release of Liability effective as of the \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (the “***Effective Date***”).

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Company’s Signature Client’s Signature

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Company’s Printed Name or Entity Client’s Printed Name or Entity