

PERSONAL TRAINING CONTRACT

I. **THE PARTIES.** This Personal Training Contract (“Agreement”) dated _____, 20____ (“Effective Date”), is between the following:

Client: _____ with a mailing address of _____ (“Client”) and

Personal Trainer: _____ with a mailing address of _____ (“Personal Trainer”).

Client and Personal Trainer are each referred to herein as a “Party” and, collectively, as the “Parties,” agree to the following:

II. **SERVICES.** The Personal Trainer agrees to provide: (check one)

- **General Training.** The Personal Trainer is obligated to provide training that enables and instructs the Client to personal betterment regarding their body. The Client can dictate the training methods that should be followed to accomplish their goals.

- **Specific Training.** _____.

Hereinafter known as the “Services.”

III. **DURATION.** The Services provided by the Personal Trainer will last for a period of _____ minutes per training session (“Session”).

IV. **FEE.** The Client agrees to pay the Personal Trainer a fee of \$_____ for the Services on a per Session basis (“Fee”).

a.) **Payment Instructions.** _____.

V. **SESSIONS PER PERIOD.** The Personal Trainer agrees to: (check one)

- **Not Schedule Sessions.** The Client will request the Services of the Personal Trainer on a mutually agreed-upon time period.

- **Schedule Sessions.** The Personal Trainer will schedule the Client to _____ Sessions per week in accordance with the times below:

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY

VI. TERM. This Agreement will start with the 1st Session on _____, 20____, and continue for a(n): (check one)

- **Ongoing Basis** and continue until canceled by either Party with ____ days' notice.

- **Fixed Period** and continue until _____, 20____ ("End Date"). Prior to the End Date, either Party:

- Can cancel this Agreement with ____ days' notice.

- Cannot cancel this Agreement.

Hereinafter known as the "Term."

VII. LOCATION. The Personal Trainer agrees to provide their Services at:

_____.

Hereinafter known as the "Location."

VIII. LATE POLICY. If the Client is late by more than ____ minutes, the Session will be considered forfeited without the ability to be re-scheduled.

IX. CANCELLATION POLICY. The Client is: (check one)

- **Allowed to Cancel** a scheduled Session with at least ____ hours' prior notice ("Proper Notice"). If given Proper Notice, the Client will be able to schedule another Session at an agreeable time with the Personal Trainer.

- **Not Allowed to Cancel** a scheduled Session continue that has been agreed upon between the Parties. If canceled, the Client will forfeit the Fee amount for said canceled Session.

X. REFUND POLICY. If the Client has made payment and no longer wants the Personal Trainer's Services, the payments made will be forfeited refunded.

XI. PERSONAL TRAINER'S OBLIGATIONS. The Personal Trainer is obligated to:

- Provide an exercise program that meets the needs of the Client in a manner that is best suited for their age, body type, and goals;
- Discuss diet and weight subjects in a friendly manner that does not belittle or make the Client feel insecure;
- Provide standardized measurements and tests to record the health condition of the Client (e.g., blood pressure, fat content, etc.);
- To meet with the Client on time in accordance with this Agreement; and
- To provide a positive and safe atmosphere for the Client while always looking out for their best interest.

XII. DISCLOSURE. The Personal Trainer is not and does not claim to be a licensed physician or hold any credentials that may present them to give medical advice. Any guidance made is based on general health knowledge that is available in the public domain.

XIII. NO WARRANTY. There are no guarantees made by the Personal Trainer regarding results from exercise, diet, or any other recommendations. The Personal Trainer will make a good faith effort in accordance with industry standards to provide the best experience for the Client on an as-is, where-is basis.

XIV. GOVERNING LAW. This Agreement is governed under the laws located in the state of _____.

XV. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

XVI. ADDITIONAL TERMS & CONDITIONS.

XVII. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the Parties relating to its subject matter, including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Client and Personal Trainer agree to the terms and conditions and shall be bound until this Agreement is null and void.

Client Signature: _____ **Date:** _____
Print Name: _____

Personal Trainer Signature: _____ **Date:** _____
Print Name: _____

TRAINER'S RELEASE OF LIABILITY

This Informed Consent and Assumption of Risk and Release of Liability ("Release") is made on the Effective Date of this Agreement and entered between the Client and the Personal Trainer as follows:

I. GYM. The Personal Trainer is: (check one)

- **Affiliated** with a gym under the name of [COMPANY'S NAME] ("Gym"). This Release will also cover and indemnify the Gym.

- **Not Affiliated** with any other entity and is acting on their own behalf.

II. INFORMED CONSENT. The Client acknowledges, certifies, and accepts the following: (initial where applicable)

_____ - **Physical Condition.** That they are of adequate physical condition to participate in exercise despite any current medical conditions they may possess.

_____ - **Assumption of Risk.** That they assume the risk of physical injury from any advice, instruction, or action conducted during or as a result of a Session with the Personal Trainer.

_____ - **Reporting Discomfort.** That any discomfort, distress, or uncomfortable feelings will be immediately brought to the attention of the Personal Trainer.

_____ - **Indemnification.** That they will NOT hold the Personal Trainer or its employer, affiliates, agents, or any other entity or individual connected to them, either directly or indirectly, liable for any result from the Sessions.

_____ - **Responsibility.** That they, the Client, assume all responsibility for a Client's participation in the Sessions.

Client Signature: _____ **Date:** _____

Print Name: _____

Personal Trainer Signature: _____ **Date:** _____

Print Name: _____

