

PERSONAL TRAINING SERVICES AGREEMENT

This AGREEMENT for Personal Training Services is made this _____ day of _____, 20_____, between _____ (hereinafter, "Trainer") and _____ (hereinafter, Client). The parties to this Agreement mutually agree as follows:

1. Trainer is not a medical professional and is without expertise to diagnose medical conditions or impairments. Client agrees to promptly and fully disclose to Trainer any injury, condition or impairment which may have a deleterious effect on or be impacted by this training program and the Trainer's decision to discontinue training because of any condition which presents an adverse risk or threat to the health or safety of the Client, the Trainer or others shall be conclusive.
2. Client certifies that:
 - a) He/she is physically capable of participating in a strength, flexibility and aerobic training exercise program and using the equipment associated with such training; and
 - b) he/she is over the age of eighteen (18); and
 - c) he/she has either (i) had a physical examination and been given a physician's permission to participate in this training program; or (ii) decided to participate in this training program without the approval of a physician.
3. This training program will involve physical activity and, as appropriate, use of certain equipment and machinery. Such activities may present a risk of injury or even death. Client voluntarily agrees to participate in these activities and to assume all risk of personal injury, death and property damage resulting from such activities, use of equipment, machinery or public or private facilities.
4. Client agrees on behalf of him/herself and his/her personal representatives or heirs to release and discharge Trainer, his agents, representatives, successors and assigns from any and all claims or causes of actions (known and unknown) arising out of this training program including without limitation injury or loss resulting from Client's use of any equipment or facilities which break or malfunction.
5. No implied warranties or representations are made other than those expressly contained herein and this document contains all of the terms of the Agreement between the parties. Trainer expressly notes that results will differ for clients based upon various factors including without limitation; body type, nutrition, etc. and no guarantees of results are possible.
6. Client may not assign this personal service contract. Trainer may only assign this Agreement to a related entity.
7. Client agrees to pre-pay the sum of \$_____ for _____ sessions/month. Client agrees to pay this amount for _____ month(s). Payment is due before the next following month of sessions begins. Client has _____ months/days from the date of this agreement to use all sessions, unless Trainer agrees in writing to an extension of time. Additional sessions may be purchased at Trainer's then current rates.
8. Client may cancel this agreement only by written notice to Trainer within three (3) calendar days from the date this Agreement is executed. Trainer retains the right to terminate this Agreement for any reason including without limitation to Client's failure to follow direction or conduct contrary to the interests of this Agreement. In the event of termination as set forth herein, Trainer shall refund to Client the sum associated with any unused sessions (calculated at \$_____/session). This Agreement may be executed in duplicate and a copy shall be considered as effective as an original.

Client and Trainer agree, by their signatures below, that they also agree to be bound to the Terms and Conditions printed on the reverse side of this Agreement

TRAINER:

CLIENT:

DATE:

Address / Phone

TERMS AND CONDITIONS

1. Each session shall consist of a scheduled appointment based on a fifty-five (55) minute hour in the privacy of the Fitness Solutions studio, the privacy of the client's home, or at a mutually agreed upon location. Client is reminded that distractions such as children, telephones, etc., may affect consistent efforts and results. To get the most out of each session, please be ready to exercise at the appointed time.
2. Client must notify Trainer of cancellation twenty-four (24) hours prior to scheduled appointment.
NOTE: Client will be charged for the session if less than twenty-four (24) hours' notice of cancellation is given.
3. Trainer is not responsible for the safety of facilities or equipment whether provided by Client, Trainer, or others.
4. Please wear appropriate athletic footwear and loose, comfortable clothing to facilitate ease of movement.
5. Proper nutrition and adequate rest are essential to this training program and Client must not be under the influence of drugs or alcohol at any time during the training session.
6. Personal training requires a certain amount of physical contact between Trainer and Client to ensure proper technique.
7. Trainer's determination of methods is conclusive.
8. The failure to strictly enforce any provision of this Agreement shall not constitute a waiver of any right to subsequently enforce this Agreement. All provisions shall be deemed severable and the inability to enforce any provision shall not affect the other provisions. This Agreement shall be construed under Virginia law and shall only be modified by writing signed by both parties.