

# PERSONAL TRAINING SERVICE CONTRACT

1. **THE PARTIES.** This Personal Training Service Contract (the "Agreement") made on \_\_\_\_\_ (mm/dd/yyyy) (the "Effective Date") is by and between:

Personal Trainer: \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (the "Personal Trainer"), and

Client: \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (the "Client").

The Personal Trainer and the Client are each referred to as a "Party" and, collectively, as the "Parties."

IN CONSIDERATION of the provisions contained in this Agreement and for other good and valuable consideration, the Client hires the Personal Trainer to work under the terms and conditions hereby agreed upon by the Parties:

2. **TERM.** The term of this Agreement shall commence on \_\_\_\_\_ (mm/dd/yyyy) and terminate: (check one)

- On the date of \_\_\_\_\_ (mm/dd/yyyy).

- Upon completion of the Services performed.

- Other: \_\_\_\_\_.

3. **SERVICES.** The Personal Trainer agrees to provide the following:

Hereinafter known as the "Services."

4. **PAYMENT AMOUNT.** The Client agrees to pay the Personal Trainer the following compensation for the Services performed under this Agreement: (check all that apply)

- Per Hour. \$ \_\_\_\_\_ / hour.

- Per Session. \$ \_\_\_\_\_

- Other: \_\_\_\_\_.

Hereinafter known as the "Compensation."

**5. SCHEDULE.** 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 |
|--------|--------|---------|-----------|----------|--------|----------|
|        |        |         |           |          |        |          |

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

\_\_\_\_\_.

Hereinafter known as the "Location."

**7. LATE POLICY.** If the Client is late by more than \_\_\_\_ minutes, the session will be considered forfeited without the ability to be re-scheduled.

**8. 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.

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

**10. 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.);
- Meet with the Client on time in accordance with this Agreement; and
- Provide a positive and safe atmosphere for the Client while always looking out for their best interest.

**11. 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.

**12. TAXES.** The Personal Trainer shall pay and be solely responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Personal Trainer hereunder. Any such taxes, duties, and charges currently assessed, or which may be assessed in the future, that are applicable to the Services are for the Personal Trainer's account, and the Personal Trainer hereby agrees to pay such taxes. Further, the Personal Trainer is solely responsible for the withholding of income taxes of the Personal Trainer's personnel, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits thereof.

**13. ALCOHOL AND DRUGS.** The Personal Trainer agrees that the presence of alcohol and drugs is prohibited while performing their Services. If the Personal Trainer or any of their agents, employees, or subcontractors are determined to be using or in possession of alcohol or drugs, this Agreement shall terminate immediately.

**14. NO WAIVER.** No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

**15. GOVERNING LAW.** This Agreement shall be governed under the laws in the State of \_\_\_\_\_.

**16. SEVERABILITY.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court administers that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**17. ADDITIONAL TERMS AND CONDITIONS.**

**18. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties.

IN WITNESS WHEREOF, the Parties have signed and duly executed this Agreement on the dates identified below.

**Client's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name \_\_\_\_\_

**Personal Trainer's 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:

**1. GYM.** The Personal Trainer is: (check one)

- **Affiliated** with a training facility under the name of \_\_\_\_\_ ("Gym"). This Release will also cover and indemnify the Gym.
- **Not Affiliated** with any other entity and is acting on their own behalf.

**2. 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's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

**Personal Trainer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_