



## Personal Training Services Agreement

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This AGREEMENT for Personal Training Services is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Gina Heyn (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



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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. A) Client agrees to pay \$ \_\_\_\_\_ per session. Payment is due at the time services are rendered.

B) Client agrees to one of the following packages:

\_\_\_4 sessions ( \$195.00 ) \_\_\_8-sessions ( \$390.00 ) \_\_\_12 sessions ( \$585.00 )

and agrees to pre-pay the sum of \$\_\_\_\_\_ and the balance of \$\_\_\_\_\_ is due at the final session. 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: \_\_\_\_\_ DATE: \_\_\_\_\_

CLIENT: \_\_\_\_\_ DATE: \_\_\_\_\_

Address / Phone: \_\_\_\_\_