**Personal Training Contract / Agreement**

Client Name:

Date of Birth:

Contact Phone Number:

Email:

Address:

Congratulations on your decision to participate in an exercise program! With the help of Jan Gym Buddy you will greatly improve your ability to accomplish your training goals faster, safer, and with maximum benefits.

(“Client”) and Trainer. In consideration of the mutual promises exchanged herein and other good and valuable consideration, the parties agree as follows:

1. Commitment

I the client understand that I am ultimately responsible for my results and it is up to me to ensure I work out consistently in accordance with my programme, eat properly, get plenty of sleep, and live a healthy lifestyle. In order to achieve my goals and maximise my progress and results I understand and commit to following the programme and instructions of the trainer to the very best of my ability.

I also understand that the results achieved from my personal training programme are a combination of exercise, nutrition and my own personal genetics. Further I recognise that my genetic make-up is out of my personal trainer’s control.

1. Health Screening / Programme Prerequisites

I understand that my Informed Consent Form, PAR-Q, Lifestyle Questionnaire, Doctors Approval (if applicable) and Personal Training Agreement must be completed and signed prior to my first training session.

I also understand that my personal trainer will perform health tests to assess my weight and blood pressure prior to beginning the programme, during an initial assessment session in order to determine my suitability for the programme.

1. Release Waiver and Assumption of Risk

I understand that during my exercise program, every effort will be made to assure my safety.

I understand that exercise involves certain risks, including but not limited to; serious neck and spinal injuries resulting in complete or partial paralysis, heart attack, stroke or even death. Additionally, injuries could occur to bones, joints or muscles. Slips, falls, and unintended loss of balance could result in muscular, neurological, orthopedic or other bodily injury. In volunteering for this program, I agree to assume sole responsibility for these risks and waive any possibility for personal damage. I also agree that, to my knowledge, I have no limiting physical conditions or disability that would preclude an exercise program. By signing below, I accept full responsibility for my own health and well-being AND I acknowledge an understanding that no responsibility is assumed by my personal trainer.

I understand that I have full control of my workout sessions and that I may terminate a particular exercise or workout at any time. Further to this I understand that it is my obligation to inform my trainer of any symptoms such as feeling unwell, fatigue, shortness of breath or chest discomfort. I understand that it is my responsibility to notify my trainer of any discomfort or pain arising from or during exercise, as well as, any and all other known limitations I have so that my trainer may accommodate my needs and issues and substitute another exercise to work that particular muscle group.

I agree that the trainer can terminate a particular exercise or workout at any time if the trainer believes I am not in suitable condition for exercise.

I understand that when attending my workout sessions I must wear suitable, clean and comfortable workout attire, including, but not limited to, t-shirts, shorts, tights, sweats, and/ or tracksuits. Absolutely no jeans, jean shorts, sandals, open toe shoes of any kind. The training shoes I wear should be supportive and functional. Workout gloves are optional. I understand that I can ask my trainer for advice on what types of clothing and shoes are most appropriate. I also understand that failure to attend my session in appropriate clothing will result in me being unable to partake in the session and that the session will be non-refundable.

I understand that my personal trainer is not a doctor, physiotherapist or dietician and that the advice offered is optional and not a replacement for professional advice from experts within specialist fields.

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Payments, Cancellation of Sessions and Lateness

Payments

I understand that all payments must be made in advance of sessions. I understand that for individual sessions, block sessions or 6, 8, 10 or 12 week programmes payment must be made, in full, 7 days prior to the first session. Payments can be made by online bank transfer or in cash. I understand that it is entirely my responsibility to pay for my sessions on time.

I understand that rates for personal training with Jan Gym Buddy are subject to change and reviewed annually in September. Prepaid sessions that are unused at the time of a rate change will be honoured at the prepaid price.

Cancellation of Sessions

I understand that there is a **twenty-four (24) hour cancellation notice**, by phone, that is required for rescheduling or cancelling any and all individual sessions. I understand that any and all cancellations with less than twenty-four (24) hours notice will result in forfeiture of the session and a penalty payment of the full amount of the session will be payable. I understand that if my trainer must cancel a session, she will do so, by phone, with at least twenty-four (24) hours notice or I will receive a complimentary session for my inconvenience. This complimentary session must be used by myself within 30 days of the date of the cancelled session after which the offer of a complimentary session will expire.

I understand that if I have entered into a 6, 8, 10 or 12 week programme agreement or pre-purchase a block of more than one session (private and buddy sessions only), there is no refund for any and all payments for that program. I understand that by committing to my chosen and specifically designed training programme that I am committing to paying for that program in full, regardless of whether or not I complete it. I understand that if I cease training before my program duration is complete I will not received a refund for the incomplete sessions.

Lateness

I understand that I should be correctly attired as discussed above and ready to train at the time the session starts. I understand that failure to be prepared to train may result in a shortened workout. If I anticipate running late, I understand that I should contact my trainer as soon as possible. It is my responsibility

to attend my personal training appointments when they are scheduled.

I understand that sessions will begin and end promptly as scheduled. I acknowledge

that any delays to the start of a scheduled appointment will not be a cause of extended

service beyond the remainder of the scheduled time. I will not expect or ask my trainer to

run overtime. I understand that if I am 15 minutes late my session will be cancelled and I

will be charged for that session. I understand that sessions will run approximately one hour

unless otherwise stated. I acknowledge that a delay to a scheduled session cannot change

the session status to anything else except a whole session. I understand that there are no

half sessions because of any delay.

I acknowledge and agree that this Personal Training Contract is not transferable or assignable. I acknowledge that payment is required for blocks of sessions in advance of actual training sessions. I agree to pay in advance for training sessions. I understand this money is not refundable. I understand this contract and the terms it presents is for the purchase of sessions and any other purchase of services in the future. I acknowledge that this specific contract, release of liability, consent, and agreement is continuously valid indefinitely. I understand that a minimum requirement of one session per week must be completed or I will be charged for the session(s) missed. No refund will be granted for sessions that have not been completed. I understand that Janet Wallwork has the right and the authority to terminate the program at any time, with no refund, if I do not follow the program or fail to conduct myself in an appropriate manner.

By signing this document, I attest, contract, acknowledge, and agree that I am legally bound by its content.

Payment is due 7 days prior to each session.

I acknowledge that I have been informed that missed sessions will be charged at the usual rate unless I cancel 24 hours in advance. \_\_\_\_\_\_\_ (Initial)

The Trainer:

I agree to give the Client 24 hours notice for cancellation of sessions. I understand that if 24 hours’ notice is not given, an additional free session will be provided.

I agree that upon cancellation of a session, the session will be rearranged at a convenient time for both client and trainer.

I understand that if I am not on time for a session, the time will be made up at the end of the session or a subsequent session.

I agree that the personalised training programme will be chosen and tailored to the client’s needs and goals.

I agree to teach and guide the client regarding proper exercise techniques and nutritional practices to the best of my ability.

I agree to document training logs and conduct regular assessments to measure the client’s progress.

I agree to honour the client’s full booking or arrange a suitable replacement that is acceptable by the client.

I agree to keep my insurance and qualifications up to date.

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_