PERSONAL TRAINING CONTRACT

1. 1. Parties

This Personal Training Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [TRAINER OR STUDIO NAME], located at [TRAINER ADDRESS] (the "Trainer"), and [CLIENT NAME], located at [CLIENT ADDRESS] (the "Client"). The Trainer and the Client are referred to individually as a "Party" and together as the "Parties." If the Client is under 18 years of age, a parent or legal guardian must sign this Agreement on behalf of the Client and is personally bound by every provision, including the assumption of risk and release in Section 8. Scheduling and billing notices are effective when sent to [TRAINER EMAIL AND PHONE] and [CLIENT EMAIL AND PHONE]. Each person signing below represents that they have full authority to do so.

2. 2. Training Services and Session Package

The Trainer will provide individualized personal training services to the Client, including exercise programming, instruction on technique, supervision during training, and periodic reassessment of progress toward the stated goals of the Client. The Client is purchasing a package of [NUMBER OF SESSIONS] sessions at [PRICE PER SESSION], for a total of [PACKAGE PRICE]. Sessions are delivered one on one unless the Parties select partner or small group training, in which case the rate is [GROUP RATE PER PERSON] and the group will not exceed [MAXIMUM GROUP SIZE] participants. Written workout plans for days the Client trains alone, nutrition handouts, and check-in messaging between sessions are included only where listed here: [INCLUDED EXTRAS]. Any service not described in this Agreement is quoted separately and approved in writing before it begins.

3. 3. Session Length, Location, and Facility Access

Each session lasts [SESSION LENGTH, e.g., 30, 45, or 60 minutes], measured from the scheduled start time rather than from the arrival of the Client. Sessions take place at [TRAINING LOCATION, e.g., a named gym or studio, the residence of the Client, an outdoor park location, or a live video platform]. Where training occurs at a facility the Trainer does not operate, the Client is responsible for maintaining a valid membership and for paying any guest, day-use, or trainer access fee, currently [FACILITY FEE], directly to that facility. For in-home training, the Client will provide a level, clear, and ventilated training space of at least [MINIMUM SPACE], secure all pets, and remove trip hazards before the session. For virtual sessions, the Client is responsible for a stable connection, a camera angle showing full body movement, and a space free of obstacles. Outdoor sessions may be relocated or rescheduled for weather at the reasonable discretion of the Trainer.

4. 4. Scheduling, Late Cancellation, and No-Show Policy

Sessions are booked in advance through [SCHEDULING METHOD, e.g., a booking application, text message, or a standing weekly time]. The Client may cancel or reschedule at no charge by giving at least 24 hours notice before the scheduled start time. A cancellation made with less than 24 hours notice, or a failure to appear at the scheduled time, forfeits that session, which is deducted from the package exactly as if it had been delivered. If the Client arrives late, the session still ends at its scheduled end time and is charged in full. If the Trainer cancels, the Client is offered a replacement time within [MAKEUP WINDOW, e.g., 14 days] or the session is returned to the package at no cost. The Trainer may waive one late cancellation charge per [WAIVER PERIOD] as a courtesy, and doing so does not waive the policy for any later occurrence.

5. 5. Package Expiration, Freezes, and No Transfer

All sessions in a package expire [EXPIRATION PERIOD, e.g., 90 days] after the date of purchase, or on [EXPIRATION DATE] where that date is printed on the invoice. Sessions remaining unused on the expiration date

are forfeited and are not refunded, credited, or extended except as provided in this section. Packages are personal to the Client and may not be sold, transferred, gifted, split, or shared with another person without prior written consent from the Trainer. The Client may request one freeze, or hold, of up to [FREEZE LENGTH, e.g., 30 days] per package for documented illness, injury, surgery, military deployment, or extended travel, and the expiration date is extended by the length of the approved freeze. Freeze requests must be submitted in writing before the requested start date. Retroactive freezes are granted only for a medical emergency documented by a licensed provider.

6. 6. Fees, Autopay, and Refund Policy

The Client will pay [PACKAGE PRICE] in full before the first session, or on the recurring schedule selected here: [PAYMENT SCHEDULE, e.g., monthly autopay of a stated amount charged on a stated day of each month]. Where autopay is selected, the Client authorizes the Trainer to charge the payment method on file on each billing date until the Client cancels in writing with at least [AUTOPAY CANCELLATION NOTICE, e.g., 15 days] notice before the next scheduled charge. A failed or returned payment carries a fee of [RETURNED PAYMENT FEE], and the Trainer may suspend sessions until the balance is current. Packages are non-refundable once training begins, except that the Trainer will refund the value of unused sessions where the Client becomes medically unable to continue and supplies written documentation from a licensed provider. Any such refund is calculated at the single session rate of [SINGLE SESSION RATE] rather than the discounted package rate.

7. 7. Health Screening and Medical Clearance

Before the first session, the Client will complete the health history and readiness questionnaire supplied by the Trainer, which follows the standard Physical Activity Readiness Questionnaire, or PAR-Q, format. The Client represents that every answer given is complete and accurate. The Client will disclose all known medical conditions, current and past injuries, surgeries, cardiovascular and respiratory conditions, high or low blood pressure, diabetes, seizure disorders, joint restrictions, disordered eating, prescription and over the counter medications, and any pregnancy or recent postpartum status. Where the questionnaire indicates elevated risk, where the Client is over [CLEARANCE AGE THRESHOLD], or where any condition above is present, the Trainer may require written clearance from a physician or licensed provider before training begins or continues. The Client will notify the Trainer in writing of any change in health status, new injury, new medication, or new pregnancy within [HEALTH UPDATE PERIOD, e.g., 48 hours]. The Trainer may decline, modify, or stop any session based on the information disclosed.

8. 8. Assumption of Risk and Release of Liability

The Client understands that physical exercise, including resistance training, cardiovascular conditioning, stretching, and the use of free weights, machines, bands, and other equipment, carries inherent risks that cannot be eliminated no matter how much care is taken. Those risks include muscle strains and tears, sprains, fractures, joint and spinal injury, heat illness, fainting, abnormal blood pressure response, heart attack, stroke, permanent disability, and death. The Client voluntarily assumes all such risks, whether known or unknown, and accepts full responsibility for participating. To the fullest extent permitted by the law of [GOVERNING STATE], the Client releases and holds harmless the Trainer, any studio operated by the Trainer, and their owners, employees, and agents from any claim for injury, loss, or damage arising out of participation in training, including claims based on ordinary negligence. This release does not extend to gross negligence, recklessness, or intentional misconduct, and does not waive any right that cannot lawfully be waived.

9. 9. Emergency Medical Authorization and Emergency Contact

The Client authorizes the Trainer to summon emergency medical assistance if the Client appears to require it, and

consents to first aid, cardiopulmonary resuscitation, use of an automated external defibrillator, and transport to a medical facility by emergency personnel. The Client is solely responsible for all costs of emergency response, transport, examination, and treatment. The emergency contact for the Client is [EMERGENCY CONTACT NAME] at [EMERGENCY CONTACT PHONE], relationship [RELATIONSHIP], and the Client will keep that information current. The Client will stop exercising and tell the Trainer immediately about any dizziness, chest pain, shortness of breath, unusual joint or muscle pain, nausea, or other symptom arising during a session. Failure to report a symptom promptly increases the risk of serious harm and is the responsibility of the Client.

10. 10. Scope of Practice and No Medical or Nutrition Advice

The Trainer provides fitness instruction only and does not practice medicine, physical therapy, chiropractic, athletic training, psychotherapy, or dietetics. Nothing said, written, or demonstrated by the Trainer is a diagnosis, a treatment plan, a prescription, or a substitute for advice from a licensed healthcare provider. General information about food, hydration, sleep, and recovery may be shared only where it falls inside the certification held by the Trainer. Individualized meal plans, macronutrient prescriptions, supplement protocols, rehabilitation programming for a diagnosed injury, and treatment of any eating disorder are outside that scope and will be referred to a registered dietitian, physician, or physical therapist. The Client will not start, stop, or change any medication or medical treatment based on anything discussed during training. Where the Client reports pain or a symptom suggesting injury or illness, the Trainer will pause the exercise and refer the Client to a qualified provider.

11. 11. Trainer Certification, Insurance, and Standard of Care

The Trainer represents that they hold a current personal training certification issued by [CERTIFYING ORGANIZATION], certification number [CERTIFICATION NUMBER], together with current adult cardiopulmonary resuscitation and automated external defibrillator certification, and will maintain both throughout the term of this Agreement. The Trainer carries professional and general liability insurance of at least [LIABILITY COVERAGE AMOUNT, e.g., $1,000,000 per occurrence] and will provide a certificate of insurance on request. The Trainer will deliver services with the skill and care ordinarily exercised by qualified personal trainers, will supervise the Client during prescribed exercises, will instruct on form and safe equipment use, and will progress load and intensity in a manner appropriate to the disclosed condition and stated goals of the Client. Unless employed by a facility, the Trainer is an independent contractor responsible for their own taxes, licenses, permits, and insurance.

12. 12. Client Conduct, Facility Rules, and Termination

The Client will follow all posted rules of any facility where training occurs, will wear closed athletic footwear and appropriate clothing, will return weights to the rack and wipe down equipment after use, and will treat staff and other members with respect. The Client will not train while under the influence of alcohol or any substance that impairs coordination or judgment. The Trainer may end a session immediately, with no refund of that session, if the Client appears impaired, trains unsafely, refuses instruction, or engages in harassing or abusive conduct. Either Party may terminate this Agreement for convenience on [TERMINATION NOTICE, e.g., 14 days] written notice, and either Party may terminate immediately for a material breach not cured within [CURE PERIOD, e.g., seven days] after written notice. On termination, unused sessions are handled under Section 6 and any balance owed for delivered sessions becomes immediately due.

13. 13. Photo, Video, and Testimonial Release

The Trainer may wish to capture progress photographs, video of exercise technique, body measurements, and written or recorded testimonials. The Client grants permission for the Trainer to use that material in instruction, marketing, a website, and social media only where the Client initials the consent line below or gives separate

written consent. The Client may withdraw consent at any time by written notice, and the Trainer will stop new use within [OPT-OUT PERIOD, e.g., 14 days], although material already printed or distributed cannot be recalled. The Client may elect to permit use without a visible face, a full name, or any identifying detail. No compensation is owed for any permitted use. Consent under this section does not authorize disclosure of the health information of the Client, which remains confidential under Section 14. Consent to media use: [INITIALS] yes, [INITIALS] no.

14. 14. Confidentiality, Limitation of Liability, and Governing Law

The Trainer will keep the health questionnaire, medical disclosures, measurements, photographs, and personal details of the Client confidential and will not disclose them without written permission, except where disclosure is required by law or is necessary to respond to a medical emergency. To the fullest extent permitted by law, the total liability of the Trainer under this Agreement will not exceed the total amount paid by the Client in the [LIABILITY CAP PERIOD, e.g., six months] before the event giving rise to the claim, and neither Party is liable for indirect, incidental, or consequential damages. The Client will indemnify the Trainer against claims arising from failure to disclose a health condition, from disregarding instruction, or from training contrary to medical advice. This Agreement is governed by the laws of the State of [GOVERNING STATE], and any dispute will be brought in the courts located in [VENUE COUNTY AND STATE]. This Agreement is the entire agreement between the Parties and may be amended only in writing signed by both.

15. 15. Signatures

By signing below, each Party confirms that they have read this Agreement in full, have had the opportunity to ask questions, understand that it includes an assumption of risk and a release of liability, and agree to be bound by it as of the Effective Date. TRAINER: [TRAINER OR STUDIO NAME]. Signature: _____. Printed Name: [TRAINER SIGNER NAME]. Date: [DATE]. CLIENT: [CLIENT NAME]. Signature: _____. Printed Name: [CLIENT PRINTED NAME]. Date: [DATE]. PARENT OR GUARDIAN (required if the Client is under 18): Signature: _____. Printed Name: [GUARDIAN NAME]. Date: [DATE]. This Agreement may be signed in counterparts, and electronic signatures have the same effect as originals.

16. Disclaimer

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