

Agreement

This agreement is made by and between _____ (hereinafter "Trainer") and the undersigned party ("you").

1. Under this Agreement, you agree to hire Trainer to provide certain personal training and fitness services to you (the "Training Services"). In return for those services, you will pay the following fees to Trainer (Check all that apply):

- \$____ (initial "Consultation Fee")
- \$____/hour ("Trainer Fee," Individual Session)
- \$____/hour ("Trainer Fee," with a minimum purchase of _____ hours/sessions)
- \$____/hour ("Trainer Fee," with a minimum purchase of _____ hours/sessions)
- \$____/hour ("Trainer Fee," with a minimum purchase of _____ hours/sessions)

Payment for each shall be received in advance. In the event you have prepaid for any sessions, you must schedule your prepaid appointments such that all such prepaid sessions have been used within two (2) months of the date on which you purchase them. In the event Trainer must seek collection of any outstanding fees under this Agreement, you agree to reimburse him for any costs incurred in such collection activity, including reasonable attorneys' fees. The parties shall schedule training sessions at mutually agreeable times. In the event you must cancel any session, for any reason, you shall be required to provide Trainer with twenty-four (24) hours prior notice of such cancellation. If such notice is provided, your appointment will be cancelled free of charge. However, if you fail to provide such notice, you shall be liable for one (1) hours' Trainer Fee (as defined in Section 1 above).

2. By signing this Agreement, you acknowledge that you have received, read fully, and shall be bound by the Rules of Conduct pertaining to the Training Services. In the event you fail to abide by any of such Rules of Conduct, the Training Services under this Agreement may be forfeited and Trainer may, at his sole discretion, terminate this Agreement. In such event, any amounts due and owing as of the date of such termination shall become immediately due and payable. The Rules of Conduct are hereby incorporated herein by this reference.

3. All Training Service shall be performed at the "Premises" located at _____
_____. You acknowledge and agree that you are engaging in physical activity and are using Premises voluntarily and at your own risk, including but not limited to any weights and exercise equipment located at the Premises, the sauna, the locker room, the parking area, and the sidewalk. You shall assume all risk of injury that might result from any of the Training Services hereunder, and, further assume any risk of loss or theft of personal property while on the Premises. By executing this Agreement, you agree to release and forever discharge Trainer and Trainer's affiliates, including but not limited to the owner and operator of the Premises, from any and all liability arising out the Training Services, including but not limited to (a) your use of any exercise equipment or facilities at the Premises, (b) any improper maintenance of such equipment or facilities, (c) any instruction or supervision given during the Training Services, and (d) any injury you might sustain while on the premises, including both injuries that might occur during or as a result of the Training Services or any other personal injury. You acknowledge that you are releasing Trainer and Trainer's affiliates from any liability arising out of their negligence, and hereby agree to waive any right you may have to bring legal action therefore.

4. You hereby represent and warrant that you have had the opportunity to, and have been encouraged to, consult with your physician prior to beginning the Training Services. You understand and acknowledge that Trainer has no expertise in, and shall not be required or requested to provide services in connection with, diagnosing, examining or treating any medical condition. You agree that you will not use any facilities on the Premises with any medical condition if such condition poses a direct threat to the health or safety of yourself, Trainer, or any other third party. You shall comply with all applicable health codes and standards while on the Premises. In the event Trainer, in this sole discretion, determines that your health condition poses such a threat, Trainer may terminate the session immediately.

5. Trainer's services shall not be work for hire. All programs, processes, plans, designs, ideas developed by Trainer in connection with the Training Services shall remain the sole property of Trainer, both during and after the term of the agreement.

Accepted: _____
(your printed name here)

Accepted: _____
(printed trainer name)

DATE: _____ / _____ / _____