



## Personal Fitness Training Agreement

### Personal Information:

Name: \_\_\_\_\_ Phone (H): \_\_\_\_\_

Address: \_\_\_\_\_ Phone (W): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email\*: \_\_\_\_\_

\*By providing your email address you agree to accept notifications and correspondence from Define Fitness, LLC via email. Your email address will be kept confidential and will not be sold or distributed.

### Representations:

**Physical Condition:** You represent that you are in good physical condition and have no medical reason or impairment that might prevent you from undertaking physical activity.

**No Medical Advice:** You acknowledge that Define Fitness, LLC did not give you medical advice, and cannot give you any, relating to your physical condition and whether participation in physical activity is safe for you.

**Physician's Approval:** You acknowledge that Define Fitness, LLC has advised that you seek a physician's approval before participating in physical activity prescribed by Define Fitness LLC.

### Arbitration:

If there is any dispute or claim between you and Define Fitness, LLC relating to Define Fitness, LLC services and this Agreement, you agree to submit the dispute or claim for resolution through binding arbitration performed using the American Arbitration Association's (AAA) Commercial Arbitration Rules at an AAA office nearest Define Fitness, LLC's principal office at the time of the dispute.

Colorado law governs the dispute.

Each party will pay its own expenses including attorney's fees and costs.

### Costs, Fees, & Refunds:

**General Costs and Fees:** The cost for a 60-minute class is \$20. The May 2008 class package (12 sixty-minute classes may be purchased in advance for \$180). Package of 6 or more sixty-minute classes may be purchased in advance for \$17.50/class. These fees are non negotiable.

**Travel Fees:** In addition, Travel Fees, if applicable, will be charged to the client in the following amount per session: \$20 per session for total miles traveled over 10-miles round trip.

**Restrictions:** The number of training sessions purchased is subject to the following restrictions:

(1) Client may not purchase more than 12-classes at one time; (2) Client may not purchase a new package of sessions if there is less than 6-classes remaining in the May class schedule, unless the Client is purchasing sessions for someone else; and (3) all classes purchased must be used within the month of May 2008 or they will expire.

**Refund:** There are no refunds on purchases of personal training sessions. Personal training sessions are non-transferable. All classes purchased must be used within the month of May 2008 or they will expire, with the exception of rescheduled classes resulting from bad weather, etc.

### Release of Liability & Assumption of Risk:

Participation in Define Fitness, LLC training programs and exercise testing with or without the supervision of a personal trainer involves the risk of injury to you, whether you or someone else causes it. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries. In consideration of your participation in the activities offered by Define Fitness, LLC, you understand and voluntarily accept this risk and agree that Define Fitness, LLC, its officers, directors, employees, volunteers, agents, and independent contractors will not be liable for any injury, including without limitation, personal, bodily, or mental injury, economic loss or any damage to you, your spouse, guests, unborn child, or relatives resulting from the negligence of Define Fitness, LLC or anyone on Define Fitness, LLC's behalf. Further, you understand acknowledge that Define Fitness, LLC does not own, operate, or maintain any of the training facilities used by Define Fitness, LLC. You understand and acknowledge that Define Fitness, LLC is providing personal training and may not be held liable for defective equipment, products, or facilities. You understand and acknowledge that Define Fitness, LLC, its officers, directors, employees, volunteers, agents, and independent contractors shall not be responsible or liable for articles lost or stolen in connection with services provided by Define Fitness, LLC.

By signing below, you acknowledge that you have read and agree to all terms in this agreement.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian if Under 18: \_\_\_\_\_ Date: \_\_\_\_\_

Define Fitness, LLC: \_\_\_\_\_ Date: \_\_\_\_\_



Personal Training Commitment Statement

This form is an important document. It explains the obligations you are assuming by beginning an exercise program. It is critical that you read and understand it completely. After you have done so, please print your name legibly and sign in the spaces provided at the bottom.

Commitment and Attitude Statement

I, \_\_\_\_\_, have volunteered to participate in a program of physical exercise under the direction of any Personal Trainer of Define Fitness, LLC., which will include, but may not be limited to, weight and/or resistance training, cardiovascular training, and mat science training. In consideration of the Personal Trainer's agreement to instruct, assist, and train me, I do realize that a portion of my success will be based on my commitment to follow instructions and my attitude towards the fitness program. Unfortunately the Personal Trainer cannot guarantee results, but my willingness to work hard will drastically improve the experience and outcome of working with a personal trainer from Define Fitness, LLC.

Late, Absent or Cancellation Policy

I, \_\_\_\_\_, have read and agree to the Cancellation Policy of Define Fitness, LLC. This includes tardiness, absences, and cancellations not indicated 24 hours in advance. While Define Fitness, LLC and your personal trainer will make every effort to reschedule sessions cancelled 24 hours in advance, I am still responsible for the charges associated with a rescheduled or cancelled session. In order to ensure that every Personal Training session starts on time and with the necessary attention it deserves, my promptness to the session appointment time contributes to the success of the entire program. **In summary, a 24-hour notice of cancellation is required or full-session price will be billed to me. If a 24-hour notice of cancellation is not given I will be charged full-session price or a session will be deducted from my package.**

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS FORM AND FULLY UNDERSTAND THAT IT IS A CONTRACT OF PAYMENT FOR THE PERSONAL TRAINING SERVICES RENDERED AND SESSIONS SCHEDULED WHETHER OR NOT THEY ARE RENDERED DUE TO MY ACTIONS. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST ANY PERSONAL TRAINER OF DEFINE FITNESS, LLC.

\_\_\_\_\_  
Participant's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please print name