

PERSONAL TRAINING AGREEMENT This Personal Training Agreement ("Agreement") is entered into between [Gervic] ("Trainer") and [Client Name] ("Client").

1. **Services** The Trainer agrees to provide personal fitness training services designed to help the Client achieve their health and fitness goals. Training sessions will be scheduled by mutual agreement.

2. **Payment Policy**

- Payment is due on or before the scheduled payment date.
- Sessions must be paid for in advance unless otherwise agreed upon in writing.
- Failure to make timely payments may result in suspension or cancellation of scheduled training sessions until the account is brought current.

3. **Late Payment Fee** A late fee of \$15 will be assessed for payments not received within 3 days of the due date. Continued non-payment may result in termination of this Agreement.

4. **Cancellation Policy**

- Clients must provide at least 24 hours' notice to cancel or reschedule a training session.
- Cancellations made with at least 24 hours' notice will not incur any fees.
- Cancellations made with less than 24 hours' notice will be charged the full session fee.

5. **No-Call/No-Show Policy** If the Client fails to attend a scheduled session without notifying the Trainer ("No-Call/No-Show"), the Client will be charged the full session fee or a No-Call/No-Show Fee of \$30, at the Trainer's discretion.

6. **Meal Plans** Personalized meal plans and nutritional guidance are not included with personal training services unless specifically purchased as a separate service. Separate fees apply.

7. **Client Commitment** The Client understands that achieving results requires consistency, effort, and adherence to the training program. The Trainer reserves the right to discontinue services if the Client:

- Repeatedly misses scheduled sessions.
- Frequently fails to follow agreed-upon program guidelines.
- Demonstrates a lack of commitment that prevents productive coaching.
- Violates policies outlined in this Agreement.

If services are discontinued due to lack of commitment, unused prepaid sessions may be handled according to the Trainer's refund policy.

8. **Medical Clearance** The Client certifies that they are physically able to participate in exercise or have obtained medical clearance from their physician if necessary. The Client agrees to immediately inform the Trainer of any injuries, illnesses, medical conditions, pain, dizziness, or discomfort.

9. **Assumption of Risk and Release of Liability** The Client understands that participation in physical exercise carries inherent risks, including but not limited to muscle soreness, strains, sprains, falls, heart-related events, and other injuries. The Client voluntarily assumes all risks associated with participation in training sessions. To the fullest extent permitted by law, the Client releases and holds harmless the Trainer, employees, contractors, and representatives from any claims, liabilities, damages, injuries, losses, or expenses arising out of participation in personal training, except where caused by gross negligence or intentional misconduct.

10. Progress Photos and VideosThe Client acknowledges that progress photos and videos may be taken during the training program.Please select one:☒ I GIVE permission for my before-and-after photos, videos, and testimonials to be used for marketing, advertising, social media, websites, and promotional materials.☐ I DO NOT GIVE permission for my photos, videos, or testimonials to be used publicly.The Client understands that consent may be withdrawn in writing at any time for future use; however, materials already published may not be able to be removed from all platforms immediately.

11. Results DisclaimerThe Trainer does not guarantee specific weight loss, muscle gain, body composition changes, or other fitness results. Individual outcomes depend on the Client's attendance, nutrition, consistency, effort, sleep, lifestyle, and other factors beyond the Trainer's control.

12. No Refund PolicyAll payments made to the Trainer are final and non-refundable. This includes, but is not limited to, payments for personal training sessions, training packages, memberships, assessments, and any other services purchased.The Client understands and agrees that:

- No refunds will be issued for unused sessions, missed appointments, late cancellations, No-Call/No-Show appointments, or discontinued participation.
- Failure to attend scheduled sessions does not relieve the Client of their payment obligations.
- If the Trainer terminates this Agreement due to non-payment, repeated policy violations, inappropriate behavior, or lack of commitment, the Client is not entitled to a refund for any unused services.
- Exceptions to this policy will only be made if required by applicable law or at the sole discretion of the Trainer.

13. TerminationEither party may terminate this Agreement at any time with written notice. The Trainer reserves the right to terminate services immediately for non-payment, repeated policy violations, inappropriate behavior, or lack of commitment.

14. AgreementBy signing below, both parties acknowledge that they have read, understood, and agree to the terms of this Agreement.

TrainerName: _____Signature: _____Date: _____

ClientName: _____Signature: _____Date: _____
