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PRODUCT DISCLOSURE STATEMENT FOR PERSONAL TRAINING WITH [INSERT BUSINESS NAME HERE] AND CONDITIONS RELATING TO PARTICIPANT MEMBERSHIPS

1. MEMBERSHIP

- a. Membership refers to utilisation of services provided and may refer to either contracted or non- contracted individuals

- b. Membership is for the paying party only and services may not be used by another person in place of the paying member unless by arrangement.

- c. Membership payments are made in order to access the services and facilities of personal training and associated services (nutrition, programming, challenges). **It is your responsibility as a member to attend the available sessions and refunds are not provided based on absenteeism.** Minimum 48 hours notice is required to cancel a session. Sessions will be rescheduled at the convenience and discretion of the personal trainer within 1 month of the original scheduled session.

- d. All fees are to be paid by direct debit through one of the payment methods offered in section 2 of this agreement

- e. All membership fees are paid in advance

- f. Memberships are reflective of the number of sessions you have nominated to attend. If you wish to change the level of membership you must advise so in writing with 2 weeks' notice to **[INSERT EMAIL ADDRESS HERE]**.

2. PAYMENTS

- a. **MINIMUM TERM IS 3 MONTHS:** memberships are not eligible for Suspension (refer Clause 3.) or Cancellation (refer Clause 4.) during the first 3 months of membership.

- b. Payment options are as per the table below:
[INSERT PACKAGES HERE WITH PRICES]

- c. **All payments must be paid in advance**, payable by direct debit request only.

- d. **Payments are reflective of the billing period and not particular to the number of sessions attended.** The membership structure permits access up to the number of sessions paid for however this is not adjusted if sessions are missed. *See section 5 regarding missing sessions and attendance.*

- e. Changes to payments may only be through manual adjustments (Clause 5), suspensions (Clause 3) or cancellation (Clause 4).

f. All failed payments must be rectified in full within 7 days or as per negotiated agreement with **[INSERT DIRECT DEBIT COMPANY AND BUSINESS EMAIL HERE]**

3. SUSPENSION

a. Suspension of your membership must be given in writing to **[INSERT EMAIL ADDRESS HERE]**.

b. Maximum suspension period is 4 weeks, unless due to serious illness or injury, in which instance suspension period may be increased to 12 weeks.

c. There is no fee for suspension of your account. During a period of suspension you may still receive emails and service provisions attached to your membership that are not attendance to personal training sessions.

d. **Billing will continue as scheduled during suspension period.** Replacement sessions will be scheduled within 1 month from the suspension period expiring (Clause 1).

4. CANCELLATION

a. Cancellation of your membership must be given in writing to **[INSERT EMAIL ADDRESS HERE]**.

b. Cancellation of your membership requires 2 weeks' notice.

c. Cancellation of your membership will include cancellation of any direct debit account as well as deletion from any membership emails and services, upon completion of the 2 weeks' notice period.

d. The cancellation notice term of 2 weeks will not be included in any suspension period.

5. MISSED SESSIONS AND ABSENTEEISM

a. Any missed sessions require 48 hours notice of cancellation.
Except in the instance of:

- i. Acute illness that restricts the capacity to train
- ii. Acute injury that restricts the ability to perform the exercises required
- iii. A personal emergency has arisen

b. In the event of clauses a(i), a(ii) or a(iii) occurring please try to provide at least 12 hours notice to the trainer.

c. Billing will continue as scheduled for the absent period. Replacement sessions will be scheduled within 1 month from the suspension period expiring (section 1).

d. In the event your Personal trainer is absent, billing will continue as scheduled for the absent period. Replacement sessions will be scheduled within 1 month of the absent period ending (section

1)

6. LIABILITY

a. Because physical exercise can be strenuous and subject to risk of serious injury, **[INSERT BUSINESS NAME HERE]** recommends you obtain a physical examination from a doctor before beginning any exercise or training program.

Your trainer may refer you out to an Allied Health professional. Choosing to ignore this referral is your choice and your trainer will take no responsibility for injury that may have been avoided by treatment.

You agree that by participating in these physical exercise sessions or personal training activities, you do so entirely at your own risk. This includes, without limitation, (a) your use of all amenities and equipment in the facility and any off site location and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment, (c) the instruction, supervision or dietary recommendations of **[INSERT BUSINESS NAME HERE]**.

You agree that you are voluntarily participating in these activities and use of these facilities and premises and assume a reasonable risk of injury. You expressly agree, within reason under duty of care, to release and discharge **[INSERT BUSINESS NAME HERE]** from any and all claims or causes of action, other than due to professional negligence. This waiver and release of liability includes, without limitation, all injuries to you which may occur.

If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from. You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability. You agree to voluntarily give up any right that you may have to bring a legal action against **[INSERT BUSINESS NAME HERE]** for any personal injury or property damage or loss action.

b. FINANCIAL WAIVER

The terms of this agreement are held entirely with **[INSERT BUSINESS NAME HERE]** and in no way partner with or represent **[INSERT BUSINESS YOU ARE WORKING OUT OF i.e GOODLIFE OR YOUR OWN PLACE OF BUSINESS]**. By signing this agreement, you are acknowledging that all financial agreements relating to or representing personal training between yourself and **[INSERT BUSINESS NAME HERE]** are exclusive and any losses or inability to fulfil this agreement by **[INSERT BUSINESS NAME HERE]** will not be covered or indemnified by **[INSERT BUSINESS YOU ARE WORKING OUT OF i.e GOODLIFE OR YOUR OWN PLACE OF BUSINESS]**.

c. TRAINERS LIMITED LIABILITY

All **[INSERT BUSINESS NAME HERE]** trainers are covered with their own public and professional liability insurance. All trainers have a minimum Certificate IV level qualification and are certified to instruct using the apparatus and equipment required for workouts.

SIGNED _____ Date ____ / ____ / ____