



# Mobile Personal Trainer

lisa@pt2you.com.au | 0418 418 588 | pt2you.com.au

## Personal Training Service Agreement

This AGREEMENT for Personal Training Services is executed on \_\_\_\_\_

Date

BETWEEN

1. \_\_\_\_\_ PT to YOU (Personal Trainer)
2. \_\_\_\_\_ (Client)

The parties to this Agreement mutually agree as follows:

### Medical Indemnity

1. You acknowledge and agree that:
  - a) in order to safely participate in the exercise training program you will require a base level of physical and medical fitness and endurance ability and that you must take appropriate medical precautions and advice before and during your participation in the program to avoid illness or injury; and
  - b) this exercise training program will involve physical activity and, as appropriate, use of certain equipment and machinery including public and private facilities. Such activities may present a risk of injury or even death. PT to YOU is not responsible for the safety of facilities or equipment where they are provided by yourself or where made available in a public park or other public or private location. You voluntarily agree to assume the risk of personal injury, death and property damage resulting from such activities, use of equipment, machinery or public or private facilities except where PT to YOU is negligent or engages in unlawful conduct; and
  - c) your participation in any exercise program may be injurious to your health. PT to YOU is not a medical professional and is without expertise to diagnose medical conditions, disabilities, illness, injuries or impairments. PT to YOU advises you to obtain clearance from a medical practitioner prior to participation in the exercise training program;
  - d) you are voluntarily participating in the exercise training program and PT to YOU is reliant on the information you provide regarding your ability to participate in the program safely. You must promptly and fully disclose to PT to YOU any physical limitations, conditions, disabilities, ailments, injuries, illness or impairments as soon as you become aware of them as this may impact on your participation in the exercise training program. PT to YOU may modify or discontinue your participation in the program because of anything that it determines, in its sole discretion, presents an adverse risk or threat to your health or safety. Any such determination will be conclusive; and
  - e) if you have any concerns regarding your ability or suitability to undertake the program you must immediately notify PT to YOU. While PT to YOU may provide general information regarding suitability or ability of a person to undertake the program, if you elect to participate in the program without clearance from a medical practitioner you do so at your own risk; and
  - f) PT to YOU may at any time and for any reason require you to obtain clearance from a medical practitioner for your participation in the exercise training program and you must supply the clearance prior to commencing or continuing in the program; and



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g) results will differ for clients based upon various factors including without limitation; body type, nutrition, etc. and no guarantees of results are possible.

2. You warrant and represent:

- a) you are physically capable of participating in a strength, flexibility and aerobic training exercise program and using the equipment associated with such an exercise training program; and
- b) you have and will disclose any physical limitations, conditions, disabilities, ailments, injuries, illness or impairments that may affect your suitability or ability to participate in any exercise training program; and
- c) you are over the age of eighteen; and
- d) you have either:
  - (i) had a physical examination and been given a medical clearance from a qualified medical practitioner to participate in this exercise training program; or
  - (ii) decided to participate in this exercise training program at your own risk without the approval of a medical practitioner;

and you acknowledge that PT to YOU has relied on these warranties and representations in agreeing to your participation in the PT to YOU exercise training program.

3. You agree on behalf of yourself and your personal representatives and successors to release and discharge PT to YOU, its officers, employees, agents, representatives, successors and assigns from:

- a) any and all claims or causes of actions (known and unknown) arising directly or indirectly out of your participation in the PT to YOU exercise training program; and
- (b) any and all liability for injury, illness or damage that you may directly or indirectly incur as a result of participating in the PT to YOU exercise training program,

4. You agree to indemnify and keep indemnified PT to YOU and its officers, employees, representatives and contractors against any loss, liability, damage or claim made against one or more of them as a result of:

- a) your breach of these terms of service including a breach of a warranty under clause 2; or
- b) a failure on your part to disclose relevant information regarding your ability or suitability to participate in the exercise training program to PT to YOU; or
- c) your failure to properly follow any direction or instruction given to you by PT to YOU.

5. PT to YOU retains the right to terminate or suspend your participation in the exercise training program where it forms the reasonable opinion that your health or safety may be at risk for any reason including, without limitation, your failure to follow direction or your failure to provide a medical clearance on request.

## Payment Policy

1. PT to YOU offers payment via direct debit company Paychoice. Clients authorise Paychoice to deduct payments and any associated fees from their credit/debit card as required to based on the terms of this here agreement.



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2. Client agrees to pre-pay the sum of \$ \_\_\_\_\_ for \_\_\_\_\_ session/s per week. Client agrees to pay this weekly until such time as the Client no longer requires PT to YOU's services, refer Terms of Agreement 1. Additional sessions per week can be purchased (subject to availability) at PT to YOU's current rates at the time.

## Cancellation Policy

1. PT to YOU understands that people do become ill, have sick children or unexpected work commitments. Client must notify the Personal Trainer of cancellation twenty-four (24) hours prior to scheduled appointment (text message preferred). NOTE: Client will be charged for the session if less than twenty-four (24) hours notice of cancellation is given.
2. PT to YOU reserves the right to modify, reschedule or cancel activities or training sessions under the exercise training program in the event of unforeseen circumstances such as illness, adverse weather conditions and emergencies. You will be notified of any changes at least 15 minutes prior to commencement of the session.
3. If the Client is more the 15 minutes late, the session is considered forfeited and the Personal Trainer may leave the premises where the session was to be held and Client will be charged for the session.

## Personal Training

1. Each session shall consist of a scheduled appointment based on 45 minutes in the privacy of the studio, the privacy of the Client's home, or at a mutually agreed upon location.
2. To get the most out of each session, you must be ready to exercise at the appointed time. You are reminded that distractions such as children, telephones, etc., may affect consistent efforts and results. The Personal Trainer is not responsible for the safety of facilities or equipment whether provided by Client, park or other location.
3. You must wear appropriate athletic footwear and loose, comfortable clothing to facilitate ease of movement.
4. You must ensure that you have had proper nutrition and adequate rest prior to participating in a training session under this exercise training program and you must not be under the influence of drugs or alcohol at any time during the training session. Personal training requires a certain amount of physical contact between Personal Trainer and Client to ensure proper technique and you consent to that contact.
5. Personal training requires a certain amount of physical contact between personal trainer and yourself to ensure proper technique and you consent to that contact. You may withdraw your consent at any time, in which case PT to YOU may terminate or suspend your participation in the exercise training program if it reasonably believes that it is unable to properly continue to provide the services in a safe and effective manner.
6. You will be responsible for meeting all other costs associated with your participation in the program such as for clothing, transport, medical, food, accommodation or equipment.
7. You agree and provide consent for PT to take photographs, audio or other media recordings ("featured material") to be used for but not limited to marketing material and promotional activities (digital, electronic or printed media) without acknowledgment to you and without entitlement by you to any remuneration or compensation now or in the future. You agree that you will have no further rights to the featured material including copyright and you expressly consent to such use of the featured material



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notwithstanding it would otherwise breach your moral rights. Personal Trainer's determination of methods is conclusive.

8. PT to You agrees that your personal details will not be used in the featured material without your express consent.

## Terms of Agreement

1. Client may cancel this agreement with seven (7) days written notice to PT to YOU. Personal Trainer retains the right to terminate this Agreement for any reason including without limitation to Client's failure to follow direction or conduct contrary to the interests of this Agreement. In the event of termination as set forth herein, the Personal Trainer shall refund to Client the sum associated with any unused sessions (calculated at \$ \_\_\_\_\_ /session). This Agreement may be executed in duplicate and a copy shall be considered as effective as an original.
2. No implied warranties or representations are made other than those expressly set out in these terms of service.
3. The application form and these terms of service contain all of the terms of the agreement between the parties.
4. You must not assign this agreement without the consent of PT to YOU.
5. PT to YOU must not assign this agreement without your consent except to a related entity.
6. The failure to strictly enforce any provision of this agreement will not constitute a waiver of any right to subsequently enforce this agreement.
7. All provisions will be deemed severable and the inability to enforce any provision will not affect the other provisions.
8. This agreement will be construed under the laws of the State of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of that State.

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Personal Trainer Signature \_\_\_\_\_ Date \_\_\_\_\_