

### **Personal Training Program Agreement**

This Agreement is made today between a SoFit Personal Trainer [the Trainer] and the person named at the end of this document, [the Client].

#### **SCHEDULING**

Each session will end 60 minutes after it was scheduled to begin. Please be on time. If the Client needs to cancel or reschedule the appointment, the Client must do so **24 hours in advance**; otherwise, the Client will **forfeit** that appointment and **will not** have an opportunity to reschedule it. If the Client cancels within the 24 hour window, they will be charged full price of the session as if you attended.

If the Client is more than 15 minutes late to the scheduled session without an earlier agreement with the Trainer the session will be **forfeited** and the Trainer has the right to leave or train others in that time slot. If the Client has their scheduled session forfeited due to tardiness or no show, they will be charged full price of the session as if you attended.

The ability to alter billing is not up to the Trainer, but to the management. Payments and charges are not handled by the Trainer. Exemptions to the policies stated above **are not** up to the discretion of the Trainer, as they will not have the ability to alter what you are charged for.

If an emergency situation arises, immediately reach out to the trainer. The Trainer will notify management to see if an exemption can be made in this case. Repeated offenders will either be charged for the session, regardless of the circumstance, or have their program put on hold.

The implementation and enforcement of these policies is for several reasons:

- 1. Out of respect for the Personal Trainer Professionals Their time, schedule, and pay
- 2. To allow adequate time for all people to have an opportunity to schedule a session
- 3. To protect the club who needs to pay the Trainer for their time and effort

And most importantly -

4. One of the main functions of The Trainer is to act as a source of accountability to the Client. Part of this accountability comes in the form of binding The Client financially to the sessions they committed to.

### **PAYMENTS**

The Client understands that the cost of the program is dependent on the amount of sessions attended per month. The client will be billed at the beginning of each month for what they attended the previous month.

The Trainer reserves the right to cancel the program if at any point she or he feels it is not advantageous for the coaching program to continue.

#### **DISCLAIMERS**

The Client has chosen to work with the Personal Trainer and understands that the information received should not be seen as medical or nursing advice and is not meant to take the place of seeing licensed health professionals.

# PERSONAL RESPONSIBILITY AND RELEASE OF HEALTH CARE RELATED CLAIMS

The Client releases the Trainer from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, which the Client ever had, now has or will have in the future against the Trainer, arising from the Client's past or future participation in, or

otherwise with respect to personal training, unless arising from the gross negligence of the Personal Trainer.

## **CONFIDENTIALITY**

The Trainer will keep the Client's information private, and will not share the Client's information to any third party unless compelled to by law.

This agreement shall be construed according to the laws of the State of North Carolina. In the event that any provision of this Agreement is deemed unenforceable, the remaining portions of the Agreement shall be severed and remain in full force.

If the terms of this Agreement are acceptable, please sign the acceptance below. By doing so, the Client acknowledges that he/she understands, accepts and agrees to abide by the terms hereof.

Client name	Signature	Date
Trainer name	Signature	Date