



Personal Training & Life Coaching Contract

Last updated on October 8, 2018

This AGREEMENT for Personal Training and/or Life Coaching Services is made this _____ day of _____, 20_____, between **Bryce Atkins** (hereinafter, "Trainer") and _____ (hereinafter, Client). The parties to this Agreement mutually agree as follows:

1. Trainer is not a medical professional and is without expertise to diagnose medical conditions or impairments. Client agrees to promptly and fully disclose to Trainer any injury, condition or impairment which may have a deleterious effect on or be impacted by this training program and the Trainer's decision to discontinue training because of any condition which presents an adverse risk or threat to the health or safety of the Client, the Trainer or others shall be conclusive.
2. Client certifies that:
 - a. He/she is physically capable of participating in a strength, flexibility and aerobic training exercise program and using the equipment associated with personal training; and
 - b. he/she is over the age of eighteen (18); and
 - c. he/she has either (i) had a physical examination and been given a physician's permission to participate in this training program; or (ii) decided to participate in this training program without the approval of a physician.
3. This training program may involve physical activity and, as appropriate, use of certain equipment and machinery. Such activities may present a risk of injury or even death. Client voluntarily agrees to participate in these activities and to assume all risk of personal injury, death and property damage resulting from such activities, use of equipment, machinery or public or private facilities.
4. Client agrees on behalf of him/herself and his/her personal representatives or heirs to release and discharge Trainer, his agents, representatives, successors and assigns from any and all claims or causes of actions (known and unknown) arising out of this personal training and/or life coaching program including without limitation injury or loss resulting from Client's use of any equipment or facilities which break or malfunction.
5. No implied warranties or representations are made other than those expressly contained herein and this document contains all of the terms of the Agreement between the parties. Trainer expressly notes that results will differ for clients based upon various factors including without limitation; body type, nutrition, direct effort, etc. and no guarantees of results are possible.
6. Client may not assign this personal service contract. Trainer may only assign this Agreement to a related entity.
7. Client agrees to pay all fees as agreed upon by Client & Trainer. Client has 180 days from the date of any pre-paid packages to use all sessions, unless Trainer agrees in writing to an extension of time. Fees for unused sessions are considered forfeit if not used during the time allotted. Additional sessions may be purchased at Trainer's then current rates.

8. Client may cancel this agreement only by written notice to Trainer within three (3) calendar days from the date this Agreement is executed, in order to receive a full refund of any unused fees. 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, Trainer shall refund to Client the sum associated with any unused sessions. This Agreement may be executed in duplicate and a copy shall be considered as effective as an original.

Client and Trainer agree, by their signatures below, that they also agree to be bound to the Terms and Conditions printed on the reverse side of this Agreement

CLIENT (and/or Parent/Legal Guardian if under 18)

DATE

TRAINER

DATE

TERMS AND CONDITIONS

1. Each personal training and/or life coaching session shall consist of a scheduled appointment based on a fifty-five (55) minute hour in the privacy of the Trainer's home residence, the privacy of the client's home, or at a mutually agreed upon location. Client is reminded that distractions such as children, animals, telephones, etc., may affect consistent efforts and results. To get the most out of each session, please be ready to participate at the appointed time.
2. No-Show/Cancelation
 - A twelve (12) hour cancelation is required for all appointments. Please try to cancel the night before for any appointments before 10am the next day.
 - One (1) emergency - no-shows/no-calls will be accepted w/out being charged for the session during the assigned period for session usage. Any no-show/no-calls after 1 missed session will be charged the full rate. Any cancellation with less than 12 hours notice may be considered as a no-show and a full session rate may apply.
3. Trainer is not responsible for the safety of facilities or equipment whether provided by Client, Trainer, or others.
4. Please wear appropriate athletic footwear and loose, comfortable clothing to facilitate ease of movement for all personal training sessions.
5. Proper nutrition and adequate rest are essential to any personal training program and Client must not be under the influence of drugs or alcohol at any time during any personal training or life coaching session.
6. Personal training sessions may require a certain amount of physical contact between Trainer and Client to ensure proper technique. Please notify Trainer if you have specific concerns regarding this policy, or if you ever feel uncomfortable due to any action by the Trainer.
7. Trainer's determination of methods is conclusive.
8. The failure to strictly enforce any provision of this Agreement shall not constitute a waiver of any right to subsequently enforce this Agreement. All provisions shall be deemed severable and the inability to enforce any provision shall not affect the other provisions. This Agreement shall be construed under Missouri law and shall only be modified by writing signed by both parties.