

Template from signwren.com. General information, not legal advice or medical advice. Check your state's rules and adapt it before you use it.

Some states have their own rules for fitness or health studio contracts, including required cancellation notices, refund deadlines and limits on contract length. California's rules for contracts for health studio services (for example, Civil Code sections 1812.84 and 1812.85) are one example. Check your state's law and add any required notice before using this agreement.

PERSONAL TRAINING AGREEMENT

This Personal Training Agreement ("Agreement") is made on [date] between:

Client: [Client's full legal name], of [address], date of birth [date] ("Client"), and

Trainer: [Trainer's full legal name or business name], of [address] ("Trainer"). Trainer's certification(s), if any: [name of certification and certifying organization].

1. Training Services

The Trainer will provide personal training sessions to the Client:

- Location: ☐ [gym or studio name and address] ☐ Client's home ☐ Outdoors at [location] ☐ Online by video
- Session length: [number] minutes
- Client's goals, as discussed: [e.g. general strength, preparing for a 10K, returning to exercise]

The Trainer will design workouts suited to the Client's goals and the information the Client provides under Section 5, and will adjust them as the Client progresses.

2. Package and Price

Tick one:

- ☐ **Single sessions** at [\$ amount] each, paid ☐ before ☐ at each session.
- ☐ **Session package** of [number] sessions for [\$ amount], paid in full on signing.
- ☐ **Monthly plan** of [number] sessions per month for [\$ amount] per month, paid on the [day] day of each month by [payment method]. Unused sessions ☐ roll over to the next month only ☐ do not roll over.

Any gym entry or facility fees are ☐ included ☐ paid separately by the Client.

3. Expiry of Prepaid Sessions

Prepaid sessions must be used within [number] months of the purchase date. Unless the law of the Client's state requires otherwise, unused sessions expire after that date.

If the Client cannot train because of injury, illness or another serious reason, and gives the Trainer notice (and a doctor's note for a medical reason if the Trainer asks), the Trainer will extend the expiry date by the time the Client could not train, up to [number] months.

4. Scheduling, Cancellations and Lateness

Booking. Sessions are booked by [text, email, app or other method].

Client cancellations. The Client may cancel or reschedule a session at no charge with at least [number] hours' notice. A session cancelled with less notice, or missed without notice, counts as used (or is charged at the single-session price).

Lateness. If the Client is late, the session ends at its scheduled time. If the Trainer is late, the Trainer will make up the lost time or credit it.

Trainer cancellations. If the Trainer cancels with less than [number] hours' notice, the Client receives one free session in addition to rescheduling the cancelled one.

Weather and closures. Outdoor sessions cancelled for unsafe weather, and sessions cancelled because the facility is closed, are rescheduled at no charge.

5. Health Screening and Readiness

Before the first session, the Client will complete a physical activity readiness questionnaire (for example, the PAR-Q+) and tell the Trainer about any medical conditions, injuries, medications, pregnancy or other factors that may affect exercise.

If the questionnaire or anything the Client says suggests it, the Client will get clearance from a doctor or other qualified health professional before training, and will follow any limits they set.

The Client will tell the Trainer before each session about any change in health, new injury, or pain. The Client will stop exercising and tell the Trainer right away if they feel pain, dizziness, chest discomfort, shortness of breath beyond what is expected, or anything else unusual. The Trainer may pause or end a session if the Trainer believes continuing is unsafe.

The Trainer will keep the Client's health information confidential and will share it only with the Client's permission or where the law requires it, such as in an emergency.

6. Not Medical Advice

The Trainer is not a physician, dietitian, physical therapist or other licensed health care provider, unless stated here: [license, or "None"]. Exercise guidance and any general nutrition or lifestyle suggestions are for general fitness only and are not medical advice, diagnosis or treatment. The Client should talk to their own health care provider about any medical question.

7. Assumption of Risk

The Client understands that exercise and physical training involve risks, including muscle strains, sprains, falls, injuries from equipment, and in rare cases heart problems or other serious injury. The Client takes part voluntarily and accepts these ordinary risks of exercise.

8. Release

To the extent allowed by law, the Client releases the Trainer from claims for injury or loss arising from ordinary negligence in connection with the training sessions. This release does not apply to injury or loss caused by the Trainer's gross negligence, recklessness or intentional misconduct, or to any claim that cannot legally be released. If the Client is under 18, a parent or guardian should also sign this Agreement or a separate release form.

9. Trainer's Responsibilities

The Trainer will use reasonable care and professional skill, keep any certification listed above current, maintain CPR and first aid training ☐ Yes ☐ Not applicable, check equipment before use, and carry professional liability insurance of at least [\$ amount] ☐ Yes ☐ Not applicable.

10. Refunds

- ☐ Unused prepaid sessions are non-refundable, except as required by law or under Section 11.
- ☐ Unused prepaid sessions are refundable at [\$ amount per session, or "the per-session price paid"], less a processing fee of [\$ amount], if the Client requests a refund before the expiry date.

11. Ending the Agreement

Either party may end this Agreement by written notice. If the Trainer ends it for any reason other than the Client's breach of this Agreement, the Trainer will refund unused prepaid sessions at the per-session price paid. If the Client cannot continue training because of a medical condition confirmed by a doctor, or moves more than [number] miles away, the Trainer will refund unused prepaid sessions at the per-session price paid. A monthly plan may be cancelled with [number] days' written notice.

12. Photos and Progress Records

- ☐ The Trainer may take progress photos or measurements for the Client's own records only.
- ☐ The Trainer may share progress photos in marketing only with the Client's separate written permission for each photo.

13. Notices

Notices must be in writing and sent by text, email or mail to:

- Client: [phone, email]

- Trainer: [phone, email]

Emergency contact for the Client: [name, relationship, phone]

14. General Terms

Independent business. The Trainer is an independent business, not the Client's employee.

Entire agreement. This Agreement and the Client's readiness questionnaire are the entire agreement between the parties about the training services.

Amendments. Any change must be in writing and signed by both parties.

Governing law. This Agreement is governed by the laws of the State of [State].

Severability. If any part of this Agreement is found invalid, the rest stays in effect.

Counterparts and electronic signatures. The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

Signatures

Client

Signature: _____

Name: [full name]

Date: [date]

Trainer

Signature: _____

Name: [full name]

Date: [date]