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Personal trainer indemnity form template

This Personal Training Contract ("Contract") is entered into _____ ("Effective Date"), by and between _____, with an address of _____ ("Company") and _____, with an address of _____ ("Client"), collectively the "Parties."1. Terms and Conditions. The parties agree to the following terms and conditions:a. Client is engaging Company for personal training services to be provided by Company's Trainer(s).b. Personal Training sessions will last ___ minutes.c. Trainer will create an exercise program geared to Client's fitness level and experience in order to meet Client's objectives.d. Trainer will be assigned to Client by Company and is subject to change at any time. Client may request a new Trainer and Company will make every effort to accommodate if circumstances allow.e. Client agrees to sign the attached Informed Consent and Assumption of Risk and Release of Liability. f. Client agrees to inform Company and Trainer of any and all conditions, medical or otherwise, that may affect his/her ability to participate in Training Sessions.2. Training Sessions. Training Sessions may include, but are not limited to, the following activities: testing of physical fitness; exercise; aerobics and aerobic conditioning; cardiovascular training; weight lifting and training; and stretching.3. Training Package and Payments. Client is purchasing ___ Training Sessions at a rate of \$ ___ per Training Session. Client may pay for Training Sessions on a per session basis at the beginning of each session. Client may pay for all of the Training Sessions upon the execution of this Contract at a discounted rate of \$ _____. All Training Sessions must be used within ___ days of the Effective Date of this Contract. If Client wishes to purchase additional Training Sessions, the Parties will enter into an amendment to this Contract.4. Cancellation of Training Session. Client shall provide twenty-four (24) hour notice of any necessary cancellation of a scheduled Training Session. Failure to provide twenty-four (24) hour notice shall result in Client being charged the full rate for the cancelled/missed Training Session. Company and Trainer will endeavor to also provide Client twenty-four (24) hour notice of any scheduled Training Session that may need to be cancelled; however, there may be instances where this is not practicable.5. Indemnity. Client agrees to indemnify and hold harmless Company and its Trainer(s) for any injuries, illnesses, and the like experienced as the result of Client's Training Sessions. 6. Termination. Either Party may terminate this Contract upon thirty (30) days prior written notice to the other party. In the event of termination by either Party, Company shall refund Client all monies paid for any unused Training Sessions.7. Warranties. While Company and its Trainer(s) fully believe exercise, specifically exercised personalized to Client, is beneficial to Client's health and wellness, Company and its Trainer(s) cannot guarantee the results of Training Sessions. Company and its Trainer's make no representations and/or warranties that Client will lose weight, gain muscle mass, be able to engage in any specific physical and/or athletic activity, or will attain any other particular and/or specific results. Company and its Trainer(s) strongly encourage Client to follow a healthy diet in conjunction with personal training and continued exercise.8. Entire Agreement. This document reflects the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered or supplemented except in writing signed by both Company and Client.9. Dispute Resolution and Legal Fees. In the event of a dispute arising out of this Contract that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.10. Legal and Binding Contract. This Contract is legal and binding between the Parties as stated above. This Contract may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Contract.11. Severability. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.12. Waiver. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.13. Applicable Law. This Contract shall be governed and construed in accordance with the laws of the state where the Property is located, without giving effect to any conflicts of laws provisions. BY SIGNING BELOW, THE CLIENT ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND THAT THE CLIENT IS SATISFIED WITH THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. THE CLIENT SHOULD NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT. The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:"COMPANY" Signed: _____ By: _____ Date: _____ "CLIENT" Signed: _____ By: _____ Date: _____ ATTACHMENT 1 INFORMED CONSENT AND ASSUMPTION OF RISK AND RELEASE OF LIABILITY This Informed Consent and Assumption of Risk and Release of Liability is entered into _____ ("Effective Date") and is material to the Personal Training Contract and is incorporated herein by reference. Client certifies that he/she is of adequate physical condition to participate in physical exercise. Initials _____ 2. Client certifies that he/she assumes the risk of physical injury, whether minor, severe, or otherwise. Initials _____ 3. Client certifies that he/she will disclose to Trainer whenever suggested activities cause distress beyond Client's threshold. Initials _____ 4. Client certifies that he/she will not hold Company or its Trainer(s) liable for any physical injury, whether minor, severe, or otherwise that result from Training Sessions. Initials _____ 5. Client certifies that he/she assumes all responsibility for his/her participation in the Training Sessions. Initials _____ "COMPANY" Signed: _____ By: _____ Date: _____ "CLIENT" Signed: _____ By: _____ Date: _____

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