

Personal Training Agreement & Liability Waiver

This Personal Training Agreement, (hereinafter, the Agreement) is made and entered into on _____, by and between Samson Strength Training & Fitness at 4530 North Seventh Street, Phoenix, Arizona 85014 and _____, residing at _____, (hereinafter, the Client). Trainer and the Client are sometimes collectively referred to in this Agreement as the Parties.

Any Client under the age of 18 must have a parent or legal guardian cosign this Agreement.

The parties hereby agree to the following terms and conditions:

1. GENERAL TERMS

Client acknowledges they are agreeing to receive personal training services provided by Samson Strength Training & Fitness.

Trainer will design a tailored exercise program for the Client that reflects the clients objectives, fitness level, and experience. A different trainer may be assigned to the Client at any time upon the sole discretion of Samson Strength Training & Fitness.

Training programs shall have various Training Sessions. Each Personal Training Session shall last 75 minutes (hereinafter Training Session).

2. ATTACHMENT

Client has read and executed the Full Disclosure of Physical Conditions / Informed Consent and Assumption of Risk and Release of Liability and Health/Fitness Pre-Participation Screening Questionnaire, which is attached hereto and incorporated into this agreement as if fully set forth herein.

3. TRAINING PACKAGES AND PAYMENTS

Training Packages includes various exercise programs involving various activities. Activities shall mean the following: testing, including but not limited to testing of the cardiovascular system, heart rate, muscle strength, endurance, and flexibility; training; exercise; aerobics and aerobic conditioning and training; weight training; circuit training; cardiovascular exercise and training; use of machinery, training equipment, free weights, circuit machinery, and cardiovascular machines; stretching; weight lifting; and any other training activities, techniques, and/or exercises.

The Training Package chosen by the client shall consist of:

*Individual Training sessions. The Client agrees to pay the Trainer the sum of \$40.00 per Training Session.

*Monthly Package: Five (5) Training sessions per week. The Client agrees to pay the Trainer the sum of \$550.00 per month -or- \$150.00 per week.

Payment is due in full prior to the commencement of each Training Session/Package.

Any Training Session not used within _____ days of the Effective Date for any Training Package shall be forfeited. The Client shall not be entitled to a refund of the cost for any Training Session not used within _____ days.

The amounts payable per Training Session may be adjusted at the sole discretion of the Trainer, at any time. The Client waives notice of any such adjustments to the amounts payable per Training Session.

The Client will be charged for a cancelled appointment unless the Client notifies J. Skeete or Samson Strength Training & Fitness of such cancellation at least 24 hours prior to the scheduled time. If the Client is more than 15 minutes late for an appointment, the lost time will be forfeited and charged for that Training Session as if the Client had been present.

Should the Client purchase additional Training Sessions both the Client and the Trainer agree that this Agreement shall remain in full force and effect, and continue to govern the rights and liabilities of the Parties, except as to the amount payable per such additional Training Session, if different from the amount stated above, or unless the Parties execute a new Agreement.

4. WAIVER AND INDEMNITY

The Client agrees to indemnify the staff and/or the fitness trainer for any injuries, illnesses, or expenses from the Clients participation, especially if the Client has neglected to disclose a known medical condition or similar information that might

affect the Clients ability to participate in the Fitness Program. The Client hereby assumes all risks connected therewith and consents to participate in said program.

The Client agrees to disclose any physical limitations, disabilities, ailments or impairments which may affect my ability to participate in said fitness program.

5. SESSION CANCELLATION POLICY

All cancellations must be received at least 24 hours before your training session in order to avoid being charged for your session. Clients who do not cancel with 24 hours notice will be charged for the cancelled session.

Samson Strength Training & Fitness understands emergencies happen and will provide every client with one free short-notice cancelation. Clients will not be charged for this first cancellation with less than 24 hours notice. Subsequent short-notice cancellations will be charged for the session. The free short-notice cancellation only applies if Samson Strength Training & Fitness is notified prior to the start of the session start time. No-shows will not be eligible for the free cancellation offer. All pre-paid sessions must be used within 6 months of purchase.

If you need to cancel a session, please call or text: (480) 277-2016

If you are late, this time will be taken off the total session time. We cannot penalize other clients for your tardiness.

5. TERMINATION OF AGREEMENT

The Parties shall have the right to terminate this Agreement upon thirty (30) days advance written notice of termination to the other party.

6. EFFECT OF TERMINATION

In the event the Client terminates this Agreement, the Trainer shall retain all payments made for all unused Training Sessions or packages. In the event the Trainer terminates this Agreement, the Trainer shall refund to the Client all payments made for unused portions of Training Sessions or packages.

7. ENTIRE AGREEMENT

This Agreement (including the Full Disclosure of Physical Conditions/Informed Consent and Assumption of the Risk and Release of Liability) constitutes the entire agreement of the Parties, and supersedes any and all previous understanding, agreements, arrangements, or discussions, written or oral, between the Parties relating hereto. There are no collateral agreements, representations, or guarantees, oral or otherwise unless attached hereto and signed by both Parties.

8. WARRANTIES

There are no warranties either express or implied in this Agreement that are not expressly contained in this Agreement.

9. APPLICABLE LAW.

This Agreement shall be governed by the laws of the State of Arizona

The parties have received a completed copy of this Agreement and agree to be bound thereby.

TRAINER:

Samson Strength Training & Fitness
By J. Skeete, Owner

Date

CLIENT:

Date

Full Disclosure of Physical Conditions / Informed Consent and Assumption of Risk and Release of Liability

This Full Disclosure of Physical Conditions/Informed Consent and Assumption of Risk, and Release of Liability is executed on _____, and is a material part of, and is incorporated by reference into the Personal Training Agreement executed by the Client.

1. The Client certifies they are physically sound and suffering from no condition, impairment, disease, infirmity, or illness that would prevent the Clients participation in the Clients Activities under this Agreement, except as hereinafter stated.

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2. The Client certifies they have been informed of the need for a physicians approval for participation in the Activities under this Agreement.

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3. The Client certifies Samson Strength Training & Fitness has recommended the Client have a yearly or more frequent physical examination and consultation with the Clients physician as to physical activity, exercise, and use of exercise and training equipment so that the Client may have knowledge they have either (a) been given permission by the Clients physician to participate, or (b) the Client has decided to participate in the Activities under this Agreement without the approval of his physician.

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4. The Client expressly assumes all responsibility for the Clients participation in the Activities under this Agreement.

5. THE CLIENT CERTIFIES THEY HAVE GIVEN FULL AND COMPLETE DISCLOSURE OF ALL PHYSICAL CONDITIONS, IMPAIRMENTS, DISEASES, INFIRMITIES OR ILLNESSES THAT MIGHT AFFECT OR PREVENT THE CLIENTS PARTICIPATION IN THE ACTIVITIES UNDER THIS AGREEMENT. THE CLIENT REPRESENTS THAT HE HAS NO CONGENITAL, PHYSICAL, OR MENTAL HEALTH PROBLEMS, NO UNDERLYING CARDIOVASCULAR, NEUROLOGICAL, OR ANY ILLNESS, OR CONDITION WHICH MIGHT AFFECT OR PREVENT THE CLIENTS PARTICIPATION IN THE ACTIVITIES UNDER THIS AGREEMENT.

Informed Consent and Assumption of the Risk

1. The Client enters into this Agreement with full knowledge of all the risks and benefits associated with the Activities under this Agreement. The Client certifies they are of a legal age to enter into a Agreement, and are not mentally incapacitated. The Client certifies they enter into this Agreement without duress, undue influence, and for valuable consideration.

2. The Client certifies they understand the risks associated with participation in the Activities under this Agreement including, but not limited to physical injury resulting from the acts, omissions, and/or negligence of others. The Client certifies they know and fully understand the importance and relevance of all the risks, and expressly and voluntarily assumes any and all risks associated with the Clients participation in the Activities under this Agreement, including but not limited to the activities of training; exercise; aerobics and aerobic conditioning and training; weight training; circuit training; cardiovascular exercise and training; use of machinery, training equipment, free weights, circuit machinery and cardiovascular machines; stretching; weight lifting; testing, including but not limited to testing of the cardiovascular system, heart rate, muscle strength, endurance, and flexibility; and any other training activities, techniques, and/or exercises. Further, the Client expressly and voluntarily assumes any and all risk associated with the Clients participation in the Activities under this Agreement, including but not limited to the risks of dizziness; strains and/or sprains; fractures of any kind; syncope (fainting); arrhythmia (alteration in heart rhythm); dyspnea (shortness of breath); angina pectoris (chest pain); tachycardia (rapid resting heart rate over 100 beats per minute); myocardial infarction (heart attack); cerebrovascular accident (stroke); dysrhythmia (abnormal rhythm of brain waves or heart rhythm), and/or any other physical injury, due to any cause whatsoever.

Release of Liability

1. Client certifies that the Client voluntarily agrees to participate in the Activities under this Agreement, including but not limited to the activities of training; exercise; aerobics and aerobic conditioning and training; weight training; circuit training; cardiovascular exercise and training; use of machinery, training equipment, free weights, circuit machinery and cardiovascular machines; stretching; weight lifting; testing, including but not limited to testing of the cardiovascular system, heart rate, muscle strength, endurance, and flexibility; and any other training activities, techniques, and/or exercise. The Client further agrees to follow all rules set forth by Samson Strength Training & Fitness and its Trainers.

2. In consideration of the privilege of participating in the Activities under this Agreement, and the training services provided by Samson Strength Training & Fitness and its Trainers, the Client for himself, his heirs, assigns, administrators, executors, and/or all members of his family, including minors, waives, releases, holds harmless and forever discharges Samson Strength Training & Fitness its successors in interest, assigns, servants, agents, employees, independent Agreementors, associates, officers, directors, officials and any other participants in the Activities under this Agreement, from any and all responsibility, liability, claims and demands of any kind and nature, damages, actions, causes of action of any kind, whether now known or unknown, or which the Client may have now, or which may hereafter accrue to the Client (collectively, the Claims), including but not limited to Claims based upon or related to dizziness; strains and/or sprains; fractures of any kind; syncope (fainting); arrhythmia (alteration in heart rhythm); dyspnea (shortness of breath); angina pectoris (chest pain); tachycardia (rapid resting heart rate over 100 beats per minute); myocardial infarction (heart attack); cerebrovascular accident (stroke); dysrhythmia (abnormal rhythm of brain waves or heart rhythm); and/or any other physical injury, due to any cause whatsoever, including the act or omission, negligence or any other fault of Samson Strength Training & Fitness, its successors in interest, assigns, servants, agents, employees, independent Agreementors, associates, officers, directors, officials and any other participants in the Activities under this Agreement.

TRAINER:

Samson Strength Training & Fitness
By J. Skeete, Owner

Date

CLIENT:

Date

Health/Fitness Pre-Participation Screening Questionnaire

Assess your health needs by marking all true statements.

History

You have Had:

- A heart attack
- Heart Surgery
- Cardiac catheterization
- Coronary angioplasty (PTCA)
- Pacemaker/implantable cardiac defibrillator/rhythm disturbance
- Heart valve disease
- Heart failure
- Heart transplantation
- Congenital heart disease

Other health issues

- You have diabetes
- You have asthma or other lung disease
- You have musculoskeletal problems that limit you.
- You have concerns about the safety of exercise.
- You have burning or cramping in your lower legs when walking short distances.
- You take prescription medication(s)
- You take heart medications
- You are pregnant.

Symptoms

- You experience chest discomfort with exertion/physical activity.
- You experience unreasonable breathlessness.
- You experience dizziness, fainting, blackouts.

If you marked any of the statements in the section, consult your physician or other appropriate healthcare provider before engaging in exercise. You may need to use a facility with a **medically qualified staff**.

Cardiovascular risk factors

- You are a man older than 45 years.
- You are a woman older than 55, you have had a hysterectomy or are postmenopausal.
- You smoke or quit within the previous 6 months.
- Your BP is greater than 140/90
- You don't know your BP.
- You take BP medication.
- Your cholesterol level is >200 mg/dL
- You don't know your cholesterol level.

- You are more than 20 pounds overweight.
- You have a close blood relative who had a heart attack before age 55 (father/brother) or age 65 (mother/sister)
- You are physically inactive. (i.e., you get less than 30 min. of physical activity on at least 3 days per week.)

If you marked 2 or more of the statements in this section you should consult your physician or other appropriate healthcare provider before engaging in exercise. You may benefit by using a facility with a **medically qualified exercise staff** to guide your exercise program.

None of the above is true.

Print Name: _____ Date: _____

Signature: _____