

## Personal Training Agreement

THE PERSONAL TRAINING AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Thomas Quigley ATC, CSCS, and \_\_\_\_\_.

Any client under the age of 18 must have a parent or legal guardian cosign this Agreement. The co- signer, along with the client, agrees to be bound by all the terms and conditions of this Agreement.

As used herein, the term “Activities Under This Agreement” shall mean the following: “testing, including but not limited to testing of cardiovascular system, heart rate, muscle strength, endurance, and flexibility; training; exercise; circuit training; aerobics and aerobic conditioning cardiovascular exercise and training; weight training; circuit training; cardiovascular training and exercise; 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 Parties hereby agree to the Following:

Client has read and executed the “Full Disclosure of Physical Conditions/ Informed Consent and Assumption of Risk, and Release of Liability, “ Which is attached hereto and Incorporated into this Agreement as if fully set forth herein.

#### Part 1

##### *Training Packages:*

1. Training packages shall consist of 10- 40 one to one training sessions.
2. The client agrees to pay Thomas Quigley the sum of \_\_\_\_\_ dollars per one to one training packages, payable as follows.
  - A. The full sum of \_\_\_\_\_ dollars, as stated in Part 2 above, which sum shall constitute full payment for the first one to one training package purchased by the client.
  - B. If the client purchases one training session at a time, payment per training session is due in full prior to the commencement of each training session.
  - C. Payment per one to one training package is due in full prior to the commencement of the first training session in each Training Package.
  - D. One to one training packages must be used within 365 days of their respective effective dates, as defined below.
    1. The effective date for each one to one training package shall be the date upon which this agreement is executed by both parties, in the case of the initial one to one training package.
    2. The effective date for any subsequently purchased one to one training packages, after the first one to one training package, shall be the date of the first training session under such subsequently purchased one to one training packages
    3. The client agrees that any training session not used within 365 days of the effective date for any one to one training package shall be forfeited.

The client shall not be entitled to a refund of the cost for any training session not used within 365 days of the effective date of any one to one training session.

E. The amounts payable per one to one training package and/ or training session may be adjusted at Thomas Quigley's sole discretion, at any time. The client waves notice of any such adjustment to the amounts payable per one to one training package and/or training session.

F. To avoid the loss of the entire training session a training session must be cancelled within 24 hours of the scheduled time for the training session. The cost of the training session will not be refunded or applied to any future training session, but shall be forfeited by the client.

**Part 2**

*Termination of agreement*

1. In the event the client terminates this Agreement, Thomas Quigley shall retain all payments made for all unused training sessions and/ or any unused portion of a one to one training package.
2. In the event that Thomas Quigley terminates this agreement, Thomas Quigley shall refund to the client all payments made for unused portions of a one to one training package.

BY SIGNING BELOW, THE CLIENT CERTIFIES THAT HE OR SHE HAS RECEIVED A COMPLETED COPY OF THIS AGREEMENT AND AGREES TO BE BOUND THEREBY

CLIENT SIGN: \_\_\_\_\_ DATE: \_\_\_\_\_

TRAINER SIGN: \_\_\_\_\_ DATE: \_\_\_\_\_