



## **UNLIMITED**

## PERSONAL TRAINING AGREEMENT

| This document acknowledges agreements made and entered into(DATE), by and between   |
|---|
| (hereinafter referred to as "Client")   |
| and Evolved Personal Training L.L.C Client understands that this contract is a personal training agreement for a program consisting of strenuous physical activity including but not limited to, walking, |
| running, weight training, strength training and aerobic activity. Client affirms that client does not suffer  |
| from any disability that would prevent or limit participation in this program.  |
| from any disability that would prevent of limit participation in this program.  |
| Length of agreement: this agreement is based upon a reoccurring monthly term. Once an agreement   |
| has been signed a minimum one-month term is required. Auto renewal will occur on the 1st of each  |
| month continuing until client terminates the contract. Termination of additional renewals must occur  |
| in person to staff or owners. Client agrees that the terms of this contract is for the following period as  |
| marked below:   |
| AUTO RENEWAL Beginning: Price: \$299.00 Discount(if applicable):  |
|   |
| Method of Payment: Client must put personal Debit or Credit Card on file. Debit or credit account   |
| associated with client will be auto charged for fees due in accordance with this agreement. Payments of   |
| these charges must be paid in full prior to fulfilment of agreement. If client chooses to make payments   |
| in other forms (cash or check) those payments must be made prior to 1st of term month. This action  |
| would result in client's debit or credit account not charged for that term. Card would be charged for   |
| following month if no other form of payment is received. In the event that payment is not made within 1   |
| day from the date due, suspension of training would occur until outstanding balance owed under this   |
| agreement is paid. Failure to pay shall result in service/ training sessions being suspended until account  |
| is brought current.   |
| Frequency of payments:  |
| Payment shall be made under the following method. Monthly auto reoccurring  |
| Payment Taken:  |
| Cash Check Credit/Debit Card Automatic Withdrawal   |
| Client hereby agrees to provide client's credit card information and, in the event that payment is not  |
| made prior to the date said payment is due.   |
| Client authorizes Evolved Personal Training to charge said credit/debit card for the amount of fees   |
| owed.   |
| Client understands and agrees to be responsible for all collection costs and attorney's fees associated   |
| with the collection of any fees owed to Evolved Personal Training.  |
| Non Transferability: Client acknowledges and agrees that this agreement is not transferable or  |
| assignable.   |
| Terms & Conditions  |
| - No more than one session per calendar day.  |

Client INT.\_\_\_\_

- Sessions must be prescheduled through Evolvedpersonaltraining.com minimum of 12 hours prior to training session. Only one session may be scheduled at a time. Sessions may only be scheduled Monday-Friday 6am-9:30pm in association to trainer availability on said days.
- -Unlimited session are to never exceed 30min duration.
- All unlimited training sessions are to include no more than One client and One Evolved trainer.
- No rollover, accumulation or stockpiling of unused training is allowed. Agreement is monthly term based not on allotted number of training sessions. No more than 20 training session per monthly term limit.

Cancellation/ Late Cancel: Client acknowledges and agrees that appointment times are prescheduled a minimum of 12 hours in advance and that cancellations must be made a Minimum of 3 hours in advance of the start of the scheduled training time by contacting your trainer individually or by calling Evolved Personal Training (859)576-4389 leaving a message or voicemail. If client fails to show to a maximum of 3 scheduled training sessions, client understands that client's agreement and training access will be suspended and will be charged and agrees to be responsible for said charges. If client arrives late, client shall receive training for remainder of client's session allotted time. No sessions may continue over pre-determined training time.

Released of Liability: Client, for himself/herself, his/heirs, executors, administrators, relatives, and assigns, hereby releases Evolved Personal Training L.L.C., it's employees, contractors, subcontractors, shareholders, directors, and officers from any and all, claims, demands, controversies, damages, actions and causes of action on account of illness, sicknesses, soreness, medical conditions, personal injury, death, loss of services or consortium, property damage and any and all other loss and damage of every kind and nature which may occur while, during, or as a result of my activities or use of machinery and training equipment associated with the personal training under this agreement, regardless of fault.

By signing below, I hereby agree to accept and be bound by terms conditions of this agreement.

| (Evolved Personal Training) | (Client) |
|-----------------------------|----------|
| Name:                       | Name:    |
|                             | Phone #· |

