

FITNESS TRAINING AUTO PAYMENT AGREEMENT

First Name _____ Last Name _____

Address _____ City _____ State _____, Zip _____

Best Phone Number: ____ - ____ - _____ Email: (Please print clearly) _____

Age ____ Date of Birth: ____/____/____ Referred by _____ Your Trainers Name _____

The amount to be automatically paid from your checking account or debit/credit card will be \$ _____. The total start-up cost is \$ _____.

Date of first automatic payment of \$ _____ will be on ____/____/____ until you discontinue your training sessions in writing.

AUTOMATIC PAYMENT AUTHORIZATION: I, _____ the Client hereby authorize Fit For Life Personal Training to automatically charge to my Credit Card ____ or Bank Account # _____ Expiration Date ____/____/____, CVC Code _____ the monthly amount described above, each month, unless canceled as described in the cancelation section (sec 3) **Signature** _____

(Sec 1) PROMISE TO PAY: Client promises to pay to Trainer total of payments according to the payment schedule shown above.

(Sec 2) AUTOMATIC MONTH TO MONTH: The month-to-month agreement will continue and be considered active until canceled as described in the Cancellation policy (sec 3).

(Sec 3) CANCELLATION POLICY: Client must give notice of cancellation in Writing or by Email to kennyfitforlife@aol.com at least 5 business days from the above stated debit date. Save a record of this letter or email to serve as your cancellation receipt.

(Sec 4) STATEMENT OF HEALTH: I, the Client, hereby certify that I know of no medical problem (except those noted herein) that would increase my risk of illness and injury as a result of participation in a regular weight and/or cardio training program. I understand that I have been advised to consult a physician prior to commencement of my weight and/or cardio training program to ensure my state of wellness to participate in such strenuous activities. Furthermore, I understand my trainer does not hold him/herself to be a licensed physician.

(Sec 5) ASSUMPTION OF THE RISK: The Client is aware that weight and/or cardio training and similar physical activities can be a hazardous activity and may pose potentially serious risks of injuries/death to their participants. The Client is voluntarily participating in these activities with the knowledge of the danger(s) involved, and hereby agrees to accept any and all risks of injury or death.

(Sec 6) RELEASE: As consideration for being permitted by Trainer to participate in these physical activities and to use the facilities of Fit For Life Personal Training, located at 1121 Greenwood Rd., #106, Pikesville, MD 21208, I, the Client, hereby agree that I, my assignees, heirs, distributes, guardians, and legal representative(s) will not make a claim against, sue, or attach the property of any Fit For Life Personal Training, its employee(s) or owner, for injury or damage resulting from the negligence or other acts, howsoever caused, by My Personal Trainer or any employee, agent or assistant of FFLPT or any of its affiliated organizations as a result of my participation in a weight and/or cardio training program. I, the Client, hereby release my Personal Trainer and FFLPT from all actions, claims, or demands that I, my assignees, heirs, distributes, guardians, and legal representative(s) now have or may hereafter have for injury or damage resulting from my participation in a weight and/or cardio training program. I, the Client, understand that I am personally responsible for my actions while participating in my assigned weight and/or cardio training program, and I waive responsibility of my Personal Trainer and FFLPT if I should incur any injury as a result of my own negligence.

(Sec 7) LIABILITY WAIVER: The Client expressly agrees that all weight training and/or cardio programs offered by His/Her Personal Trainer shall be undertaken by the Client at his or her sole risk. The Client understands and takes full responsibility for any and all injuries/damage(s) as a result of his/her own negligence, the negligence of others, or through no fault of the Client, Personal Trainer, FFLPT, or anyone else, due to the nature of the activity. It is further agreed that Trainer shall not be liable for any injuries or damage to Client or guest, nor be subject to any claim, demand, injury or damages whatsoever, including but not limited to those damages resulting from acts of active or passive negligence on the part of Trainer, his/her successors or assigns. The Client agrees to indemnify and hold Fit For Life Personal Training harmless for any loss caused by Client for which the Personal Trainer or FFLPT is accused or held liable including attorney's fees and court costs.

I certify that I have fully read and understand the terms of this Agreement and will comply with the contents herein.

Client Signature _____ Date ____/____/____

What is your fitness Goal?

Why is your goal important to you?

Please list any injuries or limitations:

Please initial each line below:

- I can fit 2-3 workouts per week in my schedule
- \$25-\$35 per session (\$200-\$300 per month) fits in my budget
- Starting this fitness program is 100% my decision
- I am ready to start ASAP! ...Maybe today?

I certify that I have fully read and understand the terms of this Agreement and will comply with the contents herein.

Signature _____ Date _____