

Train | Doleman

Personal Training Program Informed Consent Contract

This Personal Training Contract (hereinafter referred to as the “Contract”) is entered into as of _____ (date) by and between Michael Doleman and _____

Last Name	
First Name	
Address	
City, State Zip	
phone #	
Email address	

1. Purpose.

Micheal Doleman agrees to work with the Client for the purpose of personal training. It is agreed upon to work on the following services

Personal Training

Personalized strength and muscle building with weight loss and overall gains

- ☐ 8 30 minute sessions @ \$250/month
- ☐ 12 30 minute sessions @ \$300/month
- ☐ 4 60 minute sessions @ \$250/month
- ☐ 8 60 minute sessions @ \$450/month
- ☐ 12 60 minute sessions @ \$600/month

Boxing for Fitness

Personalized circuit style training using boxing movement as a method for loss and overall gains

- ☐ 4 60 minute sessions @ \$250/month
- ☐ 8 60 minute sessions @ \$450/month
- ☐ 12 60 minute sessions @ \$600/month

Boxing

Teaching the art of boxing, stance, footwork, head movement and punching

- ☐ 4 60 minute sessions @ \$400/month
- ☐ 8 60 minute sessions @ \$600/month
- ☐ 12 60 minute sessions @ \$650/month

Payment Agreement:

Sessions will be pre-paid one session in advance. This contract shall begin on _____ (date) and continue until _____ (date). The client agrees to pay Micheal Doleman \$_____ monthly for _____ training session.

*You have elected for the said amount to be automatically deducted from your Checking account (see attached voided check). This payment will recur each month until such time as it is canceled by the client. Please consult the cancellation policy section of this Training Agreement for more details. If the payment is returned due to insufficient funds a penalty fee of **\$25.00** will be assessed and will need to be paid along with all outstanding fees prior to any new training sessions.*

Refund Policy: After the personal training program has begun, any unused sessions will not be refunded, but may be rescheduled for up to _____ months after the initial payment. Refunds requested in writing prior to the beginning of the training program will be given in full, minus a \$_____ administrative fee.

All unused sessions expire _____ months after the initial payment. Unused personal training sessions may be transferable provided the new Client is ready and willing to actively participate in the training program.

Payment Options:

You may cancel at any time in advance of your next session in accordance with our cancellation policy. The policy is detailed in this Training Agreement.

If you have any questions about this invoice, please contact me by telephone or email.

Late / No Show / Cancellation Agreement Notice:

Our main goal is to provide the best possible service to our clients. Train with Doleman works on an appointment based schedule to allow you the time required for your personal training session. Sessions will be 30- 60 minutes. Please be on time for your appointments. If you are late for a session it will still end at the scheduled time. If you are more than 15 minutes late for a session, it will be considered a no-show and you will be required to pay the fee for the session.

Due to this schedule it is important that you give us sufficient notice when you need to cancel an appointment. This means a cancellation should be made at least 24hrs before the scheduled appointment. Failure to cancel a training session within this time will result in you being charged the full session price. Should you wish to reschedule an appointment, a minimum of 24hrs notice is required. We will do our best to accommodate this. We understand that emergencies happen. We provide every client with 1 free short-notice cancellation. You will not be charged for your first cancellation with less than 24-hour notice ***and no attempt to reschedule*** Subsequent short-notice cancellations will be charged for the session. The free short-notice cancellation only applies if we are notified prior to the session start time. No-shows are not eligible for the free cancellation.

Program Objectives:

I understand that my physical fitness program is individually tailored to meet the goals and objectives agreed upon by my personal trainer Michael Doleman and myself. I understand, however, that my personal trainer cannot guarantee that I will accomplish the goals that I establish.

My program goals include (please initial all that apply):

- | | | | | |
|---|--|---|---|---|
| <input type="checkbox"/> Cardiovascular improvement | <input type="checkbox"/> Improved muscular endurance | <input type="checkbox"/> Decreased body fat | <input type="checkbox"/> Increased strength | <input type="checkbox"/> Improved flexibility |
| <input type="checkbox"/> Weight loss | <input type="checkbox"/> Other _____ | | | |

Description of the Exercise Program:

I understand that my exercise program will involve participation in a number of types of fitness activities. These activities will vary depending upon my established objectives, but will probably include:

- 1) ***aerobic activities including, but not limited to, the use of treadmills, stationary bicycles, step machines, rowing machines, and running track;***
- 2) ***muscular endurance and strength building exercises including, but not limited to, the use of free weights, weight machines, calisthenics, and other exercise apparatus;***

- 3) *other activities selected by my personal trainer and agreed upon by me; and*
- 4) *selected physical fitness and body composition tests.*

Description of Potential Benefits:

I understand that a regular exercise program has been shown to have definite benefits to general health and weight, reduction of body fat, improvement of blood lipids, lowering of blood pressure, improvement in cardiovascular function, reduction in risk of heart disease, improved strength and muscular endurance, improved posture, and improved flexibility. I further understand that regular exercise can have psychological benefits, often improving one's outlook and feeling of well-being, as well as relieving tension and stress.

Client Responsibilities:

I understand that it is my responsibility to:

- 1) fully disclose any health issues (including diabetes, heart problems, seizures, and asthma) or medications that are relevant to participation in a strenuous exercise program;
- 2) inform the trainer if there are activities with which I do not feel comfortable;
- 3) cease exercise and report promptly any unusual feelings (e.g., chest discomfort, nausea, difficulty breathing, apparent injury) during the exercise program; and
- 4) clear my participation with my physician.

Client Acknowledgements:

In agreeing to this exercise program, I, also have read and understand the following :

- ☐ I acknowledge that my participation is completely voluntary and understand the potential physical risks involved in the exercise program and believe that the potential benefits outweigh those risks.
- ☐ I give consent to certain physical touching that may be necessary to ensure proper technique and body alignment.
- ☐ I understand that the achievement of health or fitness goals cannot be guaranteed.
- ☐ I have had a voice in planning and approving the activities selected for my exercise program.
- ☐ I have been able to ask questions regarding any concerns I might have, and have had those questions answered to my satisfaction.

- ☐ I am in good physical condition, have no impairment which might prevent my participation in such
- ☐ activities, and have been advised to consult a physician prior to beginning this program
- ☐ I have been advised to cease exercise immediately if I experience unusual discomfort and feel the need to stop

Confidentiality Notice:

Federal law and regulations protect the confidentiality of client records maintained by the TWD. Generally, TWD does not say to a person outside any of its programs that a client attends the program or disclose any information identifying the client UNLESS:

1. The client consents in writing.
2. The disclosure is allowed by court order.
3. The disclosure is made to medical personnel in a medical emergency or to qualified personnel for research, audit or program evaluation.

*** Violation of the Federal law and regulations by TWD is a crime. Suspected violations may be reported to appropriate authorities in accordance with Federal regulations. Federal law and regulations do not protect any information about a crime committed by a client either when attending a session or against a person who works for TWD or about any threat to commit such a crime.**

Force Majeure/Online Training Sessions:

In the case of a Force Majeure Which prevents the gym to open for in person face to face training due to lockout, riot, war (declared or undeclared), act of God, natural disaster, pandemics, epidemics, insurrection, civil disturbances, fire, interference by any Government Authority, including but not limited to hostilities or any local or national emergency, compliance with state/local/federal government mandate, explosion, civil disorder, government shutdowns of business operations, mandated quarantines or curfews, mandated social distancing, or other cause beyond the reasonable control of such party and unable to be reasonably prevented.

You as a TWD client has two options: Please initial your choice.

- ☐ I would like to continue my training sessions online. I understand that the exercises will be modified to accommodate the online platform. I understand that by choosing this option I am fully responsible for paying my full fee amount and scheduled payment as agreed upon in the fee agreement section of this agreement. I am responsible for connecting to the training session via the link provided by my trainer.
- ☐ I would like to suspend my training sessions, with the understanding that once the Force Majeure is over and the gym reopens the charges will immediately resume.

In the case of an illness or accident, there will be a temporary relief from the agreement obligations for an initial period of 7 days. After 7 days the cause of the temporary relief will immediately resume.

Waiver of Liability, Indemnity Agreement, and Assumption of Risk

to reimburse them for any expenses incurred as a result of my involvement with Train with Doleman. I further agree **Waiver:**In consideration of using the services of Train with Doleman, on behalf of myself, my heirs, personal representatives, or assigns, I do hereby release, waive, discharge, and covenant not to sue Train with Doleman from liability from any and all claims arising from the ordinary negligence of Train with Doleman. This agreement applies to 1) personal injury (including death) from accidents or illnesses arising directly or indirectly from participation in activities directed, suggested, or planned by Train with Doleman including, but not limited to, organized activities, classes, instruction, observation, related activities in a non-supervised setting, and use of facilities, premises, or equipment; and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification and Hold Harmless:I also agree to hold harmless and indemnify Train with Doleman and insurance carriers from all claims (whether initiated by me or by a third party) and to pay all expenses, including court costs and attorneys' fees, incurred by Train with Doleman and the aforementioned parties in investigating and defending a claim or suit resulting from my participation in any of the Train with Doleman fitness and conditioning activities.

Severability and Venue:I further expressly agree that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of Virginia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in the District Court or the Federal Court residing where the incident occurred.

Acknowledgment of Understanding: I have read this waiver of liability and indemnification agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability for injury resulting from ordinary negligence to the greatest extent allowed by law in the State of Virginia.

Assumption of Inherent Risks:Fitness and conditioning activities, by their very nature, carry with them certain inherent risks that cannot be eliminated regardless of the care the personal trainer takes to prevent injuries. The personal training activities offered by Winchester Boxing & Fitness provide for activities such as weight lifting, walking, jogging, running, stretching, and other aerobic activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity that places stress on the cardiovascular system. In addition, many activities will involve equipment (e.g., barbells, free weights) and complex machines (e.g., treadmills, stepping machines, stationary bicycles), and

some will involve full body contact (e.g. Kickboxing, Jiu Jitsu, Boxing 101, and Muay Thai etc...)— all of which have the potential of malfunctioning or causing injury.

My personal trainer cannot guarantee my personal safety. For example, when one induces cardiovascular stress through activity, injuries can range from occasional minor injury (e.g., pulled muscles, rare catastrophic incidents (e.g., death, paralysis). Likewise, I know that engaging in muscular endurance, strength building, and other fitness activities occasionally results in minor injuries (e.g., bruises, musculoskeletal strains and sprains), infrequently, more serious injuries (e.g., muscle

concussions, and heart attacks to 3) the very rare occurrence of catastrophic injuries including paralysis and death.

tears, herniated disks, torn rotator cuffs), and very rarely, catastrophic injury (e.g., death, paralysis). I realize that when participating in any exercises or conditioning activity, there is always a possibility that minor injuries, major injuries, or catastrophic injury/death may occur.

The specific risks vary from one activity to another, but in each activity the risks range from 1) occasionally occurring minor injuries such as scratches, bruises, muscle strains, and sprains to 2) rarely occurring major injuries such as ligament damage, broken bones, joint or back injuries,

I have read this assumption of risk and fully understand its terms. I know the nature of the activities at Train with Doleman, I understand the demands of those activities relative to my physical condition and skill level, and I appreciate the types of injuries that may occur as a result of activities made possible by Train with Doleman. I hereby assert that my participation is voluntary and that I knowingly and willingly assume all such risks and intend my signature to signify a complete assumption of the inherent risks in any way associated with the personal training program offered by Train with Doleman to the greatest extent allowed by law in the State of Virginia.

Acknowledgment of Understanding:

The Client acknowledges that the use of equipment, services, and programs during the training process involves an inherent risk of personal injury to the Client. The Client voluntarily agrees to assume all risks of personal injury to the Client and waives any and all claims or actions that the Client may have against the Trainer.

The Parties acknowledge and agree that this Contract represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties.

This Agreement shall be construed in accordance with and governed by the laws of Virginia. The parties irrevocably agree that the courts of Virginia shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its

*subject matter. **INTENDING TO BE LEGALLY BOUND**, the parties hereto have caused this Agreement to be executed as of the date first above written.*

Client Signature: _____

Print Name: _____

Date: _____

Trainer Signature: _____

Print Name: _____

Date: _____