**FITNESS-V**

ABN 30 433 430 544

**Personal Training Agreement**

Effective date:

Personal Trainer Cedric Vignal AKA The Trainer

Located at 7/77 Bouganvillea Drive

 MIDDLE RIDGE, 4350 QLD

&

The Client \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AKA The Client

Located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Terms and Conditions.**

1. The Trainer will provide fitness sessions as follow:

|  |  |  |  |
| --- | --- | --- | --- |
| X | Days | Duration of the session | Amount |
|  | Monday |  |  |
|  | Tuesday |  |  |
|  | Wednesday |  |  |
|  | Thursday |  |  |
|  | Friday |  |  |
|  | Saturday |  |  |
|  | Sunday |  |  |
| Weekly total amount: |  |

The client will train for weeks (minimum of 10 weeks) for a total amount of $ .

The Trainer will provide the Client food and nutrition advice in accordance to the Australian Dietary Guidelines.

2. The Client warrants (as fundamental condition of this Agreement) that the Client is:

- Medically able to participate in physical exercise; and

- not aware of having and physical or mental disability conditions or disease which might be aggravated or worsened by physical exercise or which could result in deterioration of health if physical exercise is undertaken.

3. The Client indemnifies and releases the Trainer, from any claim:
- arising by reason of the Client suffering disease, deterioration of health, illness or aggravation of any condition of ill health as a result of participation in the training program, acceptance of advice, or use of Fitness-V material ; or
- for personal injury sustained by the Client during the training program; or
- that the Trainer is negligent.

4. The Client accepts that with any physical activity, including the activities on offer with Fitness-V, there is a risk of either minor or major accidents, illness, sickness, disability, injury or death occurring. The Client acknowledges that the Client uses the training program at the Client’s own risk.

5. The Client has been supplied with a pre-exercise questionnaire relating to the Client’s fitness to participate in the services offered by Fitness-V. The rights and obligations under clauses 3 and 4 of this Personal Training Agreement will not be affected if a Client has given answers to a pre-exercise questionnaire, which indicate that he or she has an injury or a risk of injury from participating in any services provided by Fitness-V.

6. If the Client has given answers to a pre-question questionnaire which indicate that he or she has an injury or risk of injury from participating in any services provided by Fitness-V, the Client must not use the services offered by Fitness-V unless he or she has obtained appropriate medical or health advice in relation to the Client’s use of or participation in any services offered by Fitness-V, and has provided that medical or health advice to Fitness-V.

7. If a Client is under 18, the Guardian:

- consents to the Client being a client of Fitness-V:

- has read and understands this agreement: and

- will use reasonable all endeavours to ensure that the Client complies with this Agreement.

 8. In this Agreement unless the contrary intention appears:

- the singular includes the plural and vice versa:

- a reference to a party includes that party’s members; and

- “Client” includes the guardian of the Client if the Client is under 18.

 9. No animals are allowed during training sessions.

 10. Closed in shoes must be warn at all times.

 11. I hereby waive, release and discharge forever, Fitness-V and the Trainer from any and all liabilities, claims, demands, or causes of action whatsoever, for any harm, loss, damage, property damage, personal injuries or death, due to any negligence or gross negligence, or any other cause arising out of, or in connection with the training program.

 **Direct Deposit or cash payment.**

|  |  |
| --- | --- |
|  | Weekly |
|  | Fortnightly |
|  | Monthly |
|  | Total payment in front |

 The client pays in advance $ \_\_\_\_\_\_\_\_\_\_\_

Banking details will be provided with each bill.

**Personal Training Specific Conditions**

* The Client acknowledges that the Client Personal Training fees must be paid in advance of session.
* Cancellation of Personal Training sessions must occur 24hrs before session booking time. Nevertheless, the Client will be charged for the session regardless of attendance. If the Client wants to reschedule the missed session, it will be charged on top of the missed one.
* The Client acknowledges that if he/she does not show up for a session or in case of late cancellation (less than 24hrs before the session) the session cannot be rescheduled.
* If the Client is more than 15 minutes late the session is cancelled and will not be refunded.
* If, for any reason, the Client wishes to resign or cancel prior to the expiry of the Client program term, the Client must pay the Early Cancellation Fee ($ 250). The pre-paid sessions will not be refunded.
* The Client understands that the Trainer is not able to provide the Client with medical advice with regard to medical fitness. The Client agrees to seek his/her own medical advice. This information is used to the limitations of the Client ability to exercise.
* The Client will not hold the Trainer liable in any way for any injuries that may occur while training sessions.
* The Client understands that the achievement of his/her goals are not the sole responsibility of the Trainer.

Client name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Trainer Cedric Vignal Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date