

PERSONAL TRAINING CONTRACT

This Personal Training Contract is entered into by and between Resultz Fitness, and collectively known as the "Parties."

- 1. **Terms and Conditions.** The parties agree to the following terms and conditions:
 - a. Client is engaging Resultz Fitness for personal training services to be provided by Eric Burfict.
 - b. Personal Training sessions will last 60 minutes.
 - c. Trainer will create an exercise program geared to Client's fitness level.
 - d. Client agrees to sign the attached Informed Consent/Assumption of Risk and Release of Liability.
 - e. Client agrees to inform Trainer of all conditions, medical or otherwise, that may affect their ability to participate in Training Sessions.
 - f. Client also agrees to parent consent form for individuals under 18.
- 2. **Training Sessions.** Training Sessions may include, but are not limited to testing of physical fitness; exercise; aerobics and aerobic conditioning; cardiovascular training; weight lifting; and stretching.

SESSIONS	TOTAL			REFUND
12	\$660	\$55/session	Total due upfront	No
		SAVINGS		
36	\$1764	\$216 (\$49/session)	\$441 due upfront	No
72	\$3240	\$720 (\$45/session)	\$810 due upfront	No
144	\$5760	\$2160 (\$40/session)	\$1440 due upfront	Partial

- 4. **Cancellation of Training Session.** Client shall provide twenty-four (24) hour notice of any necessary cancellation of a scheduled Training Session. Failure to provide notice shall result in Client being charged the full rate for the canceled/missed Training Session (\$40-\$55).
- 5. **Indemnity.** Client agrees to indemnify and hold harmless Resultz Fitness and its Trainer for any injuries, illnesses, and the like experienced as the result of Client's Training Sessions.
- 6. **Termination.** If you plan to end your current sessions at the end of your contract you must notify the trainer at least TWO weeks prior to quitting. The trainer may cancel contracts at their own discretion and there will be no refunds for any reason.
- 7. **Entire Agreement.** This document reflects the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered, or supplemented except in writing signed by both Parties.

- 8. **Legal and Binding Contract.** This Contract is legal and binding between the Parties as stated above. This Contract is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Contract.
- 9. **Location.** The primary location for training is Santa Fe Family Life Center. If it is necessary to train elsewhere, the gym must allow "outside" trainers and if a membership is needed, you, the client, are responsible for the payment.

BY SIGNING BELOW, THE CLIENT ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND THAT THE CLIENT IS SATISFIED WITH THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Resultz Fitness		
Print Name: Eric Burfict Sr.		
Signed:		
Date:		
CIV.		
Client		
Print Name:		
Signed:		
Date:		
INFO:	BASELINE:	FAVORITE ACTIVITIES:
Name:	Age:	☐ Aerobics
Address:	Height:	☐ Running
Phone:	Weight:	☐ Walking
Email:	Thighs:	☐ Weight Lifting
Emergency Contact:	Glutes:	☐ Boxing
	Chest:	□ Yoga

Do you now have or have you recently experienced, check for yes.
 □ Chronic, recurrent or morning cough? □ Migraine or recurrent headaches? □ Swollen or painful knees, ankles or joints? □ Pain in your legs after walking short distances? □ Foot or Back problems? □ Diabetes or abnormal blood sugar levels? □ Dizziness or fainting spells? □ Bronchitis, COPD or Asthma?
Number of meals you usually eat per day:
Do you ever drink alcoholic beverages? If yes, what is your approximate intake per day?
List any food allergies/intolerances you may have:
List any prescription medications you are now taking:
List any self-prescribed medications, dietary supplements, or vitamins you are now taking:
Do you consider yourself to be: ☐ Sedentary (little, if any, vigorous physical activity) ☐ Lightly active (sporadic workouts, lawn work, other kinds of activity) ☐ Highly active (workout 3 or more days/week, at least 30-45 min/day)
Please check which goals apply to you. Would like to participate in a bodybuilding show Weight loss Reshape/tone body Improve performance in a sport Improve flexibility, cardio Increase energy/strength

INFORMED CONSENT AND ASSUMPTION OF RISK AND RELEASE OF LIABILITY

This Informed Consent and Assumption of Risk and Release of Liability is material to the Personal Training Contract and is incorporated herein by reference.

1.	Client certifies that they are of a	dequate physical condition to participate in physical exercise. Initials:			
2.	Client certifies that they assume	s the risk of physical injury, whether minor, severe, or otherwise. Initials:			
3.	Client certifies that they will dis Client's threshold.	close to Trainer whenever suggested activities cause distress beyond Initials:			
4.	Client certifies that they will not minor, severe, or otherwise that	t hold Resultz Fitness or its Trainer liable for any physical injury, whether result from Training Sessions. Initials:			
5.	Client certifies that they assume	all responsibility for their participation in the Training Sessions. Initials:			
Resultz Fitness					
Prin	t Name: Eric Burfict Sr.				
Sign	ned:				
Date	2:				
Clie	ent				
Print Name:					
Sign	ned:				
Date	e:				