



**SERVICE CONTRACT**  
**\* Denotes mandatory information**

**CLIENT INFORMATION**

\*Name: \_\_\_\_\_ \*DOB: \_\_\_\_\_  
\*Phone: \_\_\_\_\_ \*Address: \_\_\_\_\_  
\*Email: \_\_\_\_\_ \*Emergency Contact: \_\_\_\_\_

**Payment Options**

One Time Payment in Full:  Cash  Card  Check  
Scheduled Payment Plan:  EFT  In-Person  
Payment information:  
Name as it appears on card \_\_\_\_\_ Card Number \_\_\_\_\_  
CVV# \_\_\_\_\_ Exp Date \_\_\_\_\_ Zip Code \_\_\_\_\_

**Terms and Conditions:**

\_\_\_\_\_ **Authorization for Scheduled Payments.** I am an account holder and/or I have actual authority to use the credit card or bank account with which my payments will be made under the Scheduled Payment Plan selected above. I authorize **A+FW** to process my payments upon the schedule set forth in the Addendum to the Service Agreement without further notice to me. To withdraw this authorization, I agree that I will comply with the Contract cancelling provision listed below.

\_\_\_\_\_ **Payment Terms.** Payment for the entire time period must be paid in full prior to the first session.

\_\_\_\_\_ **Contract Cancellation and Refund Policy. Cancellation within 3 days or Before the First Session.** I may obtain a refund for the amount paid in the agreement if I cancel within 3 business days of the date the contract was signed or anytime before my first session is serviced. **Cancellation after first service date.** Once my first session has been serviced I may only cancel this contract due to medical issues with written orders from physician.

**ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT DECLARATIONS:**

This Agreement is entered into between service provider **A+ Fitness & Wellness, LLC** and the undersigned (“Client”). The provision of fitness services by Fitness Professional to Client, and Client’s use of any premises, facilities or equipment are contingent upon this Agreement.

**ASSUMPTION OF RISK:** You agree that if you engage in any physical exercise or activity, including personal training, or enter our premises or use any facility or equipment on our premises for any purpose, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided to you by Instructor or otherwise, including injuries or damages arising out of the negligence of Instructor, whether active or passive, or any of Provider’s affiliates, employees, agents, representatives, successors, and assigns. Your assumption of risk includes, but is not limited to, your use of any exercise equipment (mechanical or otherwise), sports fields, courts, or other areas, locker rooms, sidewalks, parking lots, stairs, pools, whirlpools, saunas, steam rooms, lobby or other general areas of any facilities, or any equipment. You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to weightlifting, walking, jogging, running, aerobic activities, aquatic activities, tennis, basketball, volleyball, racquetball, or any other sporting or recreational endeavor. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or

loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Provider or otherwise.

**RELEASE:** You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Provider (and Provider's affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of Instructor, whether active or passive, or any of Instructor's affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from personal training, including injuries resulting from Instructor's or anyone else's negligent inspection or maintenance of the facility or premises.

**INDEMNIFICATION:** By execution of this agreement, you hereby agree to indemnify and hold harmless Instructor from any loss, liability, damage, or cost Instructor may incur due to the provision of personal training by Instructor to you. **ACKNOWLEDGMENTS:** You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of Arizona and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. You acknowledge that Provider offers a service to his/her clients encompassing the entire recreational and/or fitness spectrum. Provider is not in the business of selling weightlifting equipment, exercise equipment, or other such products to the public, and the use of such items is incidental to the service provided by Instructor. You acknowledge and agree that instructor does not place such items into the stream of commerce. This release is not intended as an attempted release of claims of gross negligence or intentional acts.

**PHOTO and Testimonial RELEASE:** I, the undersigned ("Client"), hereby grant to **A+ Fitness & Wellness, LLC** ("Service Provider") the right to photograph or video record workouts, personal and/or group training sessions and grant permission to use my name, voice, biographical information, photographs, images, story and/or testimonial, in whole or in part, and without restriction. The rights granted herein shall extend in perpetuity, unless revoked in writing to Provider by me, throughout the world and for any purpose whatsoever, including without limitation for marketing and advertising purposes of Provider, and in any and all media, including without limitation, Provider's website. I acknowledge that Provider has no obligation to return any photographs or images to me. I hereby release, waive and forever discharge any and all claims, including claims for libel or invasion of privacy, arising out of, or in connection with, such use by Provider. I hereby warrant and represent that I am at least 18 years of age and have the right to contract in my own name. I have read the above Release and am fully familiar with the contents thereof and I voluntarily grant my consent. This Release contains the entire agreement.

\_\_\_\_\_ Initial here to opt out of photos & Testimonials.

**You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against trainer for trainer's negligence, or for any defective product used while receiving personal training from trainer. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.**

Date: \_\_\_\_\_ Print Name: \_\_\_\_\_ Sign Name: \_\_\_\_\_