

## Personal Training Terms and Agreement

Training Agreement:

Client Name: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Training sessions will be at: **Fairwood Golf and Country Club**

Training sessions start on: **May 8- 29<sup>th</sup>, weds 6-7pm**

The training sessions will focus on: **Swim fitness group**

**Payment Agreement:**

**4** partner sessions at **\$20** per session = **\$80**

Session length is **60 minutes** including warm-up and cool down

**Please pay with cash or check on your first session!**

**Terms and Conditions:**

\_\_\_\_\_, have voluntarily enrolled in a structured, personal training program offered by Melissa Hardin. Melissa Hardin agrees to provide workouts and other services as described above and the participant agrees to pay in full for said services.

**Physician:** I do hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in these activities or use of exercise equipment. I do hereby acknowledge that if I answered "Yes" to any of the conditions in the PARQ above, that I must get a physician's approval before I can participate in personal training program. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity and exercise. I acknowledge that either I have had a physical examination and have been given my physician's permission to participate or I have decided to participate in the training activities and programs without the approval of my physician and do hereby assume all responsibility for my participation in said activities and programs. I further acknowledge that I have NOT been told by a physician that I may not participate in a rigorous exercise training program due to health conditions. I agree to disclose any physical limitations, disabilities, ailments or impairments which may affect my ability to participate in said sport-specific training program and any changes to this document's accuracy in the future.

**Risks:** I have been informed of, understand and am aware that strength, agility and functional, sport-specific exercise, including the use of equipment, is a potentially hazardous activity. I also have been informed of, understand and am aware that these activities involve a risk of injury, including a remote risk of death or serious disability, and that I am voluntarily participating in these activities and using equipment with full knowledge, understanding and appreciation of the danger involved. I, for myself and my heirs, hereby agree to expressly assume and accept any and all risks of injury or death and consent to participate in said program. I have been informed and understand that Melissa Hardin, her agents, employees/sub-contractors and owners have no responsibility to detect factors that may increase illness or for particular participants in this training program.

**Terms:** In consideration of being allowed to participate in the activities and programs and to use the facilities, equipment and services, in addition to the payment of any fee or charge, I, for myself and my heirs, do hereby forever waive, release and discharge Melissa Hardin and its officers, agents, employees/sub-contractors, representatives, executors, successors and all others acting on their behalf from any and all claims or liabilities for injuries, illness, death or damages to my person and/or property, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf, arising out of or connected with my participation in any activities, programs or services of Melissa

Hardin or use of any equipment at various sites, including home, provided by and or recommended by Melissa Hardin. I have not been coerced into signing this release in any way from any source.

**Medical Opinion:** I understand that Melissa Hardin providing and maintaining a structured, personal training program for me does not constitute an acknowledgement, representation or indication of my physiological well-being or a medical opinion relating thereto.

**Refund Policy:** Please plan on attending all your training sessions. All sales are final. If by the end of the training program you have not used all your sessions, they will be forfeited. Failure to attend workouts does not signify or imply notification to cancel payment. Melissa Hardin may make any modifications in the workout schedule and program as deemed necessary. Such modification does not relieve the undersigned of their payment obligations under any circumstances. Credits will be provided for sessions that are missed due to emergencies and extenuating circumstances by notifying mmhardin@gmail.com or 206-355-5432 twelve (12) hours prior when possible. Please plan your program and commit to the training.

**Marketing Policy:** Melissa Hardin and those acting under its authority reserve the right to use photographs, videotapes, artwork or other likenesses of the participant for marketing, publishing or any other lawful purpose in perpetuity and any number of times.

**My Responsibilities:** I additionally acknowledge and understand the following personal obligations as a participant in personal training:

- To engage in appropriate pre-exercise warm-up and post-exercise cool-down stretching and flexibility exercises.
- Use exercise equipment, perform all exercises, and perform all sport-specific activities only in the manner directed.
- Perform activities at the intensity level appropriate for my personal health and physical condition.
- **To immediately cease activity if I feel dizzy, nauseous, or faint, or experience rapid heartbeat, extreme shortness of breath, headache, or any other physical symptom that is unusual for me, and advise my instructor of occurrence of said symptoms.**
- Discuss with my instructor and my physician any changes in my medical condition that might affect my participation.
- I agree not to participate in activity with Melissa Hardin during any period that I am under the influence of alcohol or drugs or taking any prescription medication unless specifically approved by my physician.
- I hereby agree to expressly assume and accept any and all risks of injury or death.

I understand this is a legal document, and I hereby affirm that I have read, fully understand, and agree to all Terms and Conditions listed above and confirm that all information I have provided above and contained herein is accurate and true.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Today's Date: \_\_\_\_\_