

## **Personal Training Agreement**

This Personal Training Agreement, (hereinafter, the Agreement) is made and entered into on this date, by and between Toned 'n Tuff, LLC and \_\_\_\_\_ (hereinafter, the Client). Trainer and the Client are sometimes collectively referred to in this Agreement as the Parties.

The parties hereby agree to the following terms and conditions:

### **1. GENERAL TERMS**

Client acknowledges that s/he is Agreementing for the services of a personal trainer provided by Toned 'n Tuff, LLC.

Trainer will design a tailored exercise program for the Client that reflects the clients objectives, fitness level, and experience. A different trainer may be assigned to the Client at any time upon the sole discretion of Toned 'n Tuff, LLC.

Training programs shall have various Training Sessions. Each Personal Training Session shall last 60 minutes (hereinafter Training Session).

### **2. ATTACHMENT**

Client has read and executed the Full Disclosure of Physical Conditions/Informed Consent and Assumption of Risk, and Release of Liability form, which is attached hereto and incorporated into this agreement as if fully set forth herein.

### **3. TRAINING PACKAGES AND PAYMENTS**

Training Packages includes various exercise programs involving various activities. Activities shall mean the following: testing, including but not limited to testing of the cardiovascular system, heart rate, muscle strength, endurance, and flexibility; training; exercise; aerobics and aerobic conditioning and training; weight training; circuit training; cardiovascular exercise and training; use of machinery, training equipment, free weights, circuit machinery, and cardiovascular machines; stretching; weight lifting; and any other training activities, techniques, and/or exercises.

For Personal Training performed in the home of Whitney Tegethoff, the client's home, a home of another person, an offsite location, or at a gym:

The Training Package chosen by the client shall consist of the agreed upon training sessions. The Client agrees to pay the Trainer the sum of \$60.00 per Training Session unless a discounted package is purchased. If the Client purchases one Training Session at a time, payment per Training Session is due in full prior to the commencement of each Training Session.

If a Training Package is purchased, prices and payment shall be rendered as follows:

Monthly Package:

Full payment for the month is to be paid at the first session of the month.

New Beginnings Package:

12 Sessions for \$720. Payment can be made in full if desired by the client. Payment may be made in two installments of \$360, first installment made at the first workout session and second installment will be made at the sixth workout session.

Lifestyle Package:

24 Sessions for \$1440. Payment can be made in full if desired by the client. Payment may be made in three installments of \$480, first installment made at the first workout session, second installment made at the eighth workout session and the third installment made at the sixteenth workout session. Upon collection of the full payment due, Toned 'n Tuff shall award the client with two free one hour workout sessions.

Body Transformation Package:

36 Sessions for \$2160. Payment can be made in full if desired by the client. Payment may be made in three installments of \$720, first installment made at the first workout session, second installment made at the twelfth workout session, and the third installment made at the twenty fourth workout session. Upon collection of the full payment due, Toned 'n Tuff shall award the client with three free one hour workout sessions.

Any Training Session not used within 365 days of the Effective Date for any Training Package shall be forfeited. The Client shall not be entitled to a refund of the cost for any Training Session not used within 365 days.

The amounts payable per Training Session may be adjusted at the sole discretion of the Trainer, at any time. The Client waives notice of any such adjustments to the amounts payable per Training Session.

The Client will be charged for a cancelled appointment unless the Client notifies Whitney Tegethoff or Toned 'n Tuff, LLC of such cancellation at least 24 hours prior to the scheduled time. If the Client is more than 10 minutes late for an appointment, the lost time will be forfeited and charged for that Training Session as if the Client had been present.

For Online Personal Training, the agreed upon amount paid for monthly training is \$100 per month payable at the beginning of the month of training. Cancellation of the program requires written notice or notice by email. Refunds will not be made for the month in which cancellation was requested. The cancellation will be effective the month after the request was received.

Should the Client purchase additional Training Sessions both the Client and the Trainer agree that this Agreement shall remain in full force and effect, and continue to govern the rights and liabilities of the Parties, except as to the amount payable per such additional Training Session, if different from the amount stated above, or unless the Parties execute a new Agreement.

#### **4. WAIVER AND INDEMNITY**

The Client agrees to indemnify the staff and/or the fitness trainer for any injuries, illnesses, or expenses from the Clients participation, especially if the Client has neglected to disclose a known medical condition or similar information that might affect the Clients ability to participate in the Fitness Program.

**5. TERMINATION OF AGREEMENT**

The Parties shall have the right to terminate this Agreement upon thirty (30) days advance written notice of termination to the other party.

**6. EFFECT OF TERMINATION**

In the event the Client terminates this Agreement, the Trainer shall retain all payments made for all unused Training Sessions or packages. In the event the Trainer terminates this Agreement, the Trainer shall refund to the Client all payments made for unused portions of Training Sessions or packages.

**7. ENTIRE AGREEMENT**

This Agreement (including the Full Disclosure of Physical Conditions/Informed Consent and Assumption of the Risk and Release of Liability) constitutes the entire agreement of the Parties, and supersedes any and all previous understanding, agreements, arrangements, or discussions, written or oral, between the Parties relating hereto. There are no collateral agreements, representations, or guarantees, oral or otherwise unless attached hereto and signed by both Parties.

**8. WARRANTIES**

There are no warranties either express or implied in this Agreement that are not expressly contained in this Agreement.

**9. APPLICABLE LAW.**

This Agreement shall be governed by the laws of the State of Missouri

**10. SIGNATORIES.**

This Agreement shall be signed on behalf of Toned 'n Tuff, LLC by Whitney Tegethoff, its Owner, Toned 'n Tuff, LLC, and by the Client, \_\_\_\_\_. This Agreement is effective as of the date first written above.

Any Client under the age of 18 must have a parent or legal guardian sign this Agreement.

TRAINER:

\_\_\_\_\_  
Toned 'n Tuff, LLC Date

By Whitney Tegethoff, its Owner, Toned 'n Tuff, LLC

CLIENT:

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

**Full Disclosure of Physical Conditions / Informed Consent and Assumption of Risk  
and Release of Liability**

This Full Disclosure of Physical Conditions/Informed Consent and Assumption of Risk, and Release of Liability is executed on \_\_\_\_\_, and is a material part of, and is incorporated by reference into the Personal Training Agreement executed by the Client.

1. The Client certifies that he or she is physically sound and suffering from no condition, impairment, disease, infirmity, or illness that would prevent the Clients participation in the Clients Activities under this Agreement, except as hereinafter stated.

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

2. The Client certifies that he or she has been informed of the need for a physicians approval for participation in the Activities under this Agreement.

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

3. The Client certifies that Whitney Tegethoff has recommended that the Client have a yearly or more frequent physical examination and consultation with the Clients physician as to physical activity, exercise, and use of exercise and training equipment so that the Client may have knowledge that he has either (a) been given permission by the Clients physician to participate, or (b) that the Client has decided to participate in the Activities under this Agreement without the approval of his physician.

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

4. The Client expressly assumes all responsibility for the Clients participation in the Activities under this Agreement.

5. THE CLIENT CERTIFIES THAT THE CLIENT HAS GIVEN FULL AND COMPLETE DISCLOSURE OF ALL PHYSICAL CONDITIONS, IMPAIRMENTS, DISEASES, INFIRMITIES OR ILLNESSES THAT MIGHT AFFECT OR PREVENT THE CLIENTS PARTICIPATION IN THE ACTIVITIES UNDER THIS AGREEMENT. THE CLIENT REPRESENTS THAT HE HAS NO CONGENITAL, PHYSICAL, OR MENTAL HEALTH PROBLEMS, NO UNDERLYING CARDIOVASCULAR, NEUROLOGICAL, OR ANY ILLNESS, OR CONDITION WHICH MIGHT AFFECT OR

PREVENT THE CLIENTS PARTICIPATION IN THE ACTIVITIES UNDER THIS AGREEMENT.

**Informed Consent and Assumption of the Risk**

1. The Client enters into this Agreement with full knowledge of all the risks and benefits associated with the Activities under this Agreement. The Client certifies that the client is of a legal age to enter into a Agreement, and is not mentally incapacitated. The Client certifies that he enters into this Agreement without duress, undue influence, and for valuable consideration.
2. The Client certifies he or she understands the risks associated with participation in the Activities under this Agreement including, but not limited to physical injury resulting from the acts, omissions, and/or negligence of others. The Client certifies that the Client knows and fully understands the importance and relevance of all the risks, and expressly and voluntarily assumes any and all risks associated with the Clients participation in the Activities under this Agreement, including but not limited to the activities of training; exercise; aerobics and aerobic conditioning and training; weight training; circuit training; cardiovascular exercise and training; use of machinery, training equipment, free weights, circuit machinery and cardiovascular machines; stretching; weight lifting; testing, including but not limited to testing of the cardiovascular system, heart rate, muscle strength, endurance, and flexibility; and any other training activities, techniques, and/or exercises. Further, the Client expressly and voluntarily assumes any and all risk associated with the Clients participation in the Activities under this Agreement, including but not limited to the risks of dizziness; strains and/or sprains; fractures of any kind; syncope (fainting); arrhythmia (alteration in heart rhythm); dyspnea (shortness of breath); angina pectoris (chest pain); tachycardia (rapid resting heart rate over 100 beats per minute); myocardial infarction (heart attack); cerebrovascular accident (stroke); dysrhythmia (abnormal rhythm of brain waves or heart rhythm), and/or any other physical injury, due to any cause whatsoever.

**Release of Liability**

1. Client certifies that the Client voluntarily agrees to participate in the Activities under this Agreement, including but not limited to the activities of training; exercise; aerobics and aerobic conditioning and training; weight training; circuit training; cardiovascular exercise and training; use of machinery, training equipment, free weights, circuit machinery and cardiovascular machines; stretching; weight lifting; testing, including but not limited to testing of the cardiovascular system, heart rate, muscle strength, endurance, and flexibility; and any other training activities, techniques, and/or exercise. The Client further agrees to follow all rules set forth by Toned 'n Tuff, LLC and its Trainers.

2. In consideration of the privilege of participating in the Activities under this Agreement, and the training services provided by Toned 'n Tuff, LLC and its Trainers, the Client for himself, his heirs, assigns, administrators, executors, and/or all members of his family, including minors, waives, releases, holds harmless and forever discharges Toned 'n Tuff, LLC its successors in interest, assigns, servants, agents, employees, independent Agreementors, associates, officers, directors, officials and any other participants in the Activities under this Agreement, from any and all responsibility, liability, claims and demands of any kind and nature, damages, actions, causes of action of any kind, whether now known or unknown, or which the Client may have now, or which may hereafter accrue to the Client (collectively, the Claims), including but not limited to Claims based upon or related to dizziness; strains and/or sprains; fractures of any kind; syncope (fainting); arrhythmia (alteration in heart rhythm); dyspnea (shortness of breath); angina pectoris (chest pain); tachycardia (rapid resting heart rate over 100 beats per minute); myocardial infarction (heart attack); cerebrovascular accident (stroke); dysrhythmia (abnormal rhythm of brain waves or heart rhythm); and/or any other physical injury, due to any cause whatsoever, including the act or omission, negligence or any other fault of Toned 'n Tuff, LLC, its successors in interest, assigns, servants, agents, employees, independent Agreementors, associates, officers, directors, officials and any other participants in the Activities under this Agreement.

TRAINER:

\_\_\_\_\_  
Toned 'n Tuff, LLC Date  
By Whitney Tegethoff, its Owner, Toned 'n Tuff, LLC

CLIENT:

\_\_\_\_\_  
Date