

Personal Training & Payment Agreement



Name: _____

Address: _____

Email: _____@_____. _____

Phone: (_____) _____ - _____

In consideration of my being able to participate in personal training with Michael Malicki (*Trainer*) of Level Up Fitness, I understand that I must purchase a package of training sessions and must read, agree to and sign this agreement where I assume the risks for participation, waive of liability, and personal training policies and procedures.

ASSUMPTION OF RISK

I understand that personal training is voluntary and that Michael Malicki will develop and guide me through my exercise program. I will be required to undergo a graduated exercise test (fitness evaluation) to assess my present level of fitness. I represent that I will complete the Lifestyle Questionnaire and any other health history form accurately and completely including disclosure of any prescribed medications I am taking and any exercise or diet limitations I am aware of or have been informed of by my doctor. During the program if my medications, condition, or medical limitations should change, I will notify the Trainer. I understand that it is recommended that I have a yearly physical or more frequent physical examination and consultation with my physician as to physical activity and diet so I am aware of what is appropriate for me. I acknowledge that I have either had a physical exam and have been given my physician's permission to participate or I have decided to participate without approval of my physician.

I understand that Michael Malicki will review my Lifestyle Questionnaire and any other health history form but that he is not a physician and cannot replace the advice and expertise of a physician.

I understand that I have the complete right to stop or decrease exercise at any time during a session and that it is my obligation to inform the Trainer of any symptoms such as fatigue, shortness of breath or chest discomfort.

I realize that participation in the program including but not limited to exercising, use of exercise equipment and strenuous exertion (strength training) all of which increase heart rate and body temperature.

I understand that exercise involves certain risks, including but not limited to, serious neck and spinal injuries resulting in complete or partial paralysis, heart attack, stroke or even death. Also, injuries could occur to bones, joints or muscles. Slips, falls, and unintended loss of balance could result in muscular, neurological, orthopedic or other bodily injury. I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care and skill which I conduct myself in that activity or program.

Knowing the material risks and appreciating, knowing and reasonably anticipating that other injuries are a possibility, I hereby expressly assume all of the delineated risks of injury, all other possible risk of injury, and even risk of possible death, which could occur by reason of my participation.

I agree and understand. Initial: _____

WAIVER OF LIABILITY

I do hereby waive, release and forever discharge Michael Malicki of Level Up Fitness from any and all responsibilities or liability for any present and future injuries or damages resulting or arising from my participation in any activities including but not limited to exercise, personal training or use of the equipment including any injuries and damages caused by the negligent act or omission of any of those persons or entities mentioned above. **I agree and understand.** Initial: _____

PERSONAL TRAINING POLICIES & PROCEDURES

- Package sessions are non-refundable.
- Package sessions must be paid in full and are scheduled at the time of sign-up.
- Package sessions must be used within six months of the purchase date.
- Client must give 24 hours advanced notice for cancelation. Less than 24 hours or a no-show will result in a charge to the package session.
- Physical Activity Readiness Questionnaire (PAR-Q), Health & History Questionnaire, and Personal Training & Payment Agreement must be completed, signed, and on file prior to the beginning of the first session.

Training sessions will begin promptly at the time specified by the client and trainer and end forty-five (45) minutes from that specified time. **I agree and understand.** Initial: _____

I declare that I have read, understand and agree to the contents of this Personal Training & Payment Agreement in its entirety. I understand that the Assumption of Risk, Waiver of Liability, and Personal Training Policies & Procedures are intended to be as broad and inclusive as permitted by the State of Rhode Island and agree that if any portion is held invalid, the remainder will continue in full force and effect.

Signature: _____ Date: _____

Agreed to by (print name): _____

EMERGENCY CONTACT

Name: _____

Phone: (_____) _____ - _____

Relationship: _____

RECURRING PAYMENT AUTHORIZATION AGREEMENT

By signing below, I hereby agree to the terms and conditions of this authorization agreement. As the below named client, I hereby authorize Michael Malicki of Level Up Fitness to initiate recurring payments for the amount due for my personal training, according to my personal training package and payment date. This authorization applies to the below listed personal training package and any continuation and renewal, change, reissuance, or reinstatement of a new training package.

I make this authorization subject to the following conditions:

- Payments should be deducted from my account, identified below, that I provided to Michael Malicki or a representative of Level Up Fitness for setup of recurring payments on my behalf.
- Michael Malicki (Trainer) of Level Up Fitness may deduct payments from my account on or after my due date(s). Due dates falling on a weekend or Federal Holiday will be processed on the next business day following the due date.
- I authorize Michael Malicki (Trainer) of Level Up Fitness to adjust said transactions to reflect any changes in package pricing. Michael Malicki or a representative of Level Up Fitness agrees to notify me, at least 10 days in advance, in the event that the electronic transaction will be greater than the previous electronic transaction.
- I understand that this authorization will remain in effect until I request termination of this authorization or my training package has been exhausted. I have the right to terminate this authorization at any time by notifying Michael Malicki or a representative of Level Up Fitness by calling (916)583-8662 within 3 business days of the payment due date. If Michael Malicki or a representative of Level Up Fitness is unable to deduct funds from my account for any reason, it may terminate this authorization.
- I understand that if my financial institution does not honor any payment, a returned item fee will be assessed to the balance due on my personal training package and training will halt until the account is current.

In providing this authorization, I am also consenting to receive critical communication about my recurring transactions via email. I understand it is therefore necessary to keep my address information and account information, as provided to Michael Malicki or a representative of Level Up Fitness, up to date.

*** FOR OFFICE USE ONLY ***

Type: Individual Couples Small Group

_____ training sessions per week at \$ _____. _____ per month for _____ months

Notes: _____

Client's Name: _____ Date: _____

Signature: _____

Personal Training & Payment Agreement



PAYMENT FORM

**Please write clearly. After your information has been processed this form will be properly discarded. Information is processed within 24 hours.*

Card Number: _____

Card Type (Select one): ☐ Visa ☐ MasterCard ☐ Discover ☐ American Express

Security Code: _____ Expiration: _____ Billing Zip Code: _____

----- THIS FORM IS TO BE DISCARDED AFTER PROCESSING -----