



<b>Original Date:</b>
<b>Dates Revised:</b>

# Client Agreement

<b>Name:</b> <i>(Last, First, M.I.):</i>		<b>Sex:</b> <input type="checkbox"/> M <input type="checkbox"/> F	<b>DOB:</b>
<b>Address:</b>			
<b>City:</b>		<b>State:</b>	<b>Zip:</b>
<b>Home Telephone:</b>		<b>Work Telephone:</b>	
<b>Cell Telephone:</b>		<b>Email Address:</b>	
<b>Marital status:</b> <input type="checkbox"/> Single <input type="checkbox"/> Partnered <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed			
<b>Personal Doctor:</b>		<b>Date of Last Physical Exam:</b>	
<b>Emergency Contact 1:</b>		<b>Telephone Number:</b>	
<b>Emergency Contact 2:</b>		<b>Telephone Number:</b>	

This agreement is made by Rxclusive Personal Training (hereafter "Rxclusive Personal Training" or "Rxclusive") and \_\_\_\_\_, (full name hereafter "Client").

## ELIGIBILITY

- Client must be currently authorized by their Physician in order to participate in this or in any other Fitness Program or Regimen with Rxclusive Personal Training.
- Client will be required to complete the proper documentation prior to participation within the personal training program.
- Rxclusive Personal Training reserves the right to deny services to participants who may not be able to exercise safely within the program parameters.
- If it is determined that the client has one or more risk factors, based on the criteria set forth by the American College of Sports Medicine and/or the Aerobics & Fitness Association of America, that could be a potential risk during exercise, he/she will be referred to their Physician for an in-depth fitness assessment before receiving any personal training or any other type of classes from Rxclusive Personal Training.

## CONDUCT OF TRAINING SESSIONS

Client understands that the objective of this engagement is to increase their health with the goal of a long and active life. Client agrees to consistent active participation and commitment to the program in order to achieve these objectives. In addition, Client agrees to abide by the following.

- Client must wear proper attire (i.e. shorts, sweat pants, t-shirt, tennis/running shoes, etc.) Absolutely no jeans, jean shorts, sandals, open toe shoes of any kind.
- All sessions will be conducted at a location as agreed upon by Rxclusive Personal Training & Client.
- Training sessions will be a maximum of 55 minutes in length. All training sessions will be recorded by Rxclusive Personal Training.

## RELEASE OF LIABILITY

Client is enrolling in a program of strenuous physical activity including, but not limited to walking, running, boxing, kickboxing, weight lifting, aerobic exercise, body sculpting and the use of various conditioning and exercise equipment and facilities designed, offered, recommended and/or supervised by Rxclusive Personal Training. Client hereby affirms that they are in good physical condition and do not suffer from any disability that would prevent or limit their participation in this program.

Client fully understands that they may suffer injury as a result of participation in the program and hereby releases Rxclusive Personal Training from any and all liability now or in the future, including but not limited to medical expenses, lost wages, pain and suffering, that may occur by reason of heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee/lower back/foot injuries, and any other illness, soreness, or injury, however caused, whether occurring during or after my participation in the program or use of the conditioning and exercise equipment and facilities, regardless of fault.

**INVOICING AND PAYMENT**

Invoices and/or statements will be sent out on or about the 1<sup>st</sup> of the month for the number of sessions expected in the coming month and any adjustments for the prior month. Payment will be due by the 10<sup>th</sup> of the month. Rxclusive Personal Training has the right and the authority to terminate the program at any time, if Client does not follow the program or fail to conduct their self in an appropriate manner.

Pre-paid training sessions must be conducted/completed within 90 days of the date of purchase. Rxclusive Personal Training may give a two-week grace period for vacations, emergencies, or injuries. In case of serious illness or injury, the attending physician may provide clearance for a longer grace period. After 90 days or the end of the grace period, whichever is longer, any remaining pre-paid sessions will be voided and a refund issued to the client.

All training sessions must be paid directly to Rxclusive Personal Training.

**CANCELLATION AND LATENESS**

Client acknowledges that appointment times are reserved and that cancellations must be made a minimum of 24-hrs in advance prior to the start of the scheduled training session time by calling Rxclusive Personal Training at (408) 627-0120. It is the Client's responsibility to attend their personal training appointments when they are scheduled. Every effort will be made to reschedule a training session according to the mutual availability of the Client and the trainer.

If a cancellation is not made by a minimum of 24-hours prior to the scheduled session, the client understands that he/she will be charged for the session. Likewise, a 'no show' counts as a session serviced and the client will be charged.

Appointments will begin and end promptly as scheduled. Any delays to the start of a scheduled appointment caused by the Client will not be a cause to extend provided service beyond the remainder of the scheduled time. Client will not expect or ask their trainer to run overtime. Sessions will run approximately 55 minutes unless otherwise stated.

Client acknowledges and agrees that this Personal Training Contract is not transferable or assignable. Client understands this agreement and the terms it presents is for the purchase of sessions and any other purchase of services in the future. Client acknowledges that this specific contract, release of liability, consent, and agreement is continuously valid indefinitely.

\_\_\_\_\_, (full name), hereby enrolls to participate in a personal training program provided by Rxclusive Personal Training.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Rxclusive Personal Training  
Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_