

Personal Training Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Fill it in and sign it free at <https://www.evenseal.com/fill/personal-training-agreement-template> — it opens in your browser and the file is never uploaded.
3. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Personal Training Agreement

This Personal Training Agreement (this "Agreement") is made on [Date] between [Client's full legal name] of [Client's address], contactable at [Client's email and phone] (the "Client"), and [Trainer's full legal name, or studio or gym entity name] of [Trainer's address], contactable at [Trainer's email and phone] (the "Trainer").

The Client wishes to engage the Trainer to provide personal training services, and the Trainer agrees to provide them on the terms set out below. This Agreement takes effect on [Start date] and applies to every session the Trainer delivers to the Client from that date, whether or not a further document is signed for a later package.

1. The Parties and the Services

The Trainer will provide personal training services to the Client: assessment, programme design, instruction and supervision of exercise, and progress review, as described in

[Describe the services, e.g. one-to-one strength training with monthly reassessment]. The Trainer provides these services as an independent contractor unless stated otherwise in writing, and nothing in this Agreement creates an employment relationship, partnership or agency between the Parties.

Sessions will normally be delivered by

[Name of the individual trainer who will deliver the sessions]. If that person is unavailable, the Trainer may offer a substitute trainer of comparable qualification, or reschedule the session at no cost to the Client. The Client may decline a substitute, in which case the session is rescheduled rather than forfeited.

Each Party shall keep the other informed of any change to the contact details recorded above. Notices under this Agreement may be given by email to the addresses recorded above and are treated as received on the next business day after sending.

2. Sessions, Scheduling and Expiry

The Client is purchasing [Number of sessions, e.g. twelve (12)] sessions of [Session length, e.g. sixty (60) minutes] each, to be taken at approximately [Frequency, e.g. two (2) sessions per week]. Sessions will take place at [Location, e.g. the gym, studio, the Client's home or an outdoor location] at times agreed in advance between the Parties.

A session begins at its scheduled start time. If the Client arrives late, the session still ends at its scheduled end time and the full session is treated as delivered; the Trainer is

not obliged to extend it and may shorten the warm-up or programme accordingly. If the Trainer arrives late, the session is extended by the delay or, if that is not practicable, rescheduled at no cost to the Client.

Unused sessions expire [Expiry period, e.g. six (6) months] after the date of purchase and have no value after that date. The Trainer may, at the Trainer's discretion, extend the expiry period in writing where the Client has been unable to train because of illness, injury, pregnancy or another substantial reason notified to the Trainer before the sessions expire.

3. Fees, Payment and Renewal

The fee is [Price, e.g. amount per session or total package price] , payable [Payment timing, e.g. in full before the first session, or monthly in advance] by [Accepted payment methods, e.g. bank transfer or card] . Unless stated otherwise, all fees are exclusive of any applicable taxes, which the Client pays in addition. Sessions are booked against a paid balance; the Trainer is not obliged to deliver a session while any amount is overdue.

Invoices are due within [Payment terms, e.g. seven (7) days] of issue. Amounts unpaid after the due date may carry interest at [Late payment interest, e.g. 1.5% per month] on the outstanding balance, calculated daily from the due date until payment is received.

If the package is set to renew, it renews automatically at the end of its term for a further term of the same length at the Trainer's then-current rates, and the Client authorises payment for each renewal on the same basis as the first term. The Client may stop the renewal at any time by giving the Trainer written notice at least [Notice to stop renewal, e.g. fourteen (14) days] before the end of the current term, using the contact details in this Agreement. Stopping a renewal does not cancel sessions already paid for in the current term, which remain available until they are used or expire. The Trainer shall give the Client at least [Notice of a price change, e.g. thirty (30) days] written notice of any change to the rates before it applies to a renewal.

4. Cancellation, Rescheduling and No-Shows

To cancel or move a session without charge, the Client must notify the Trainer at least [Cancellation notice window, e.g. twenty-four (24) hours] before the scheduled start time, by [How notice must be given, e.g. text message or email to the Trainer] . Cancellations made with less notice than that are treated as delivered sessions: the session is deducted from the Client's balance and no refund or credit is given.

A no-show — the Client not attending, or arriving more than [Late arrival cut-off, e.g. fifteen (15) minutes] after the scheduled start time without

notice — is treated the same way, and the session is forfeited in full. The Client is allowed [Number of waived late cancellations, e.g. one (1)] waived late cancellation per package term.

The Trainer may waive the forfeiture where the Client cancels late because of sudden illness, injury, bereavement or another emergency. If the Trainer cancels a session for any reason, the session is returned to the Client's balance in full and rescheduled at no cost.

5. Health Screening and Disclosure

Before the first session the Client shall complete the health questionnaire provided by the Trainer and disclose in writing any medical condition, injury, surgery, medication, allergy, pregnancy or physical limitation that could affect the Client's ability to exercise safely. The Client confirms that the information given is accurate and complete to the best of the Client's knowledge.

The Client shall tell the Trainer promptly, and before the next session, about any change in the Client's health, any new injury or symptom, and any instruction or restriction given by a physician or other healthcare professional. The Trainer relies on this information when designing and adapting the Client's programme, and cannot make the programme safe for a condition the Trainer has not been told about.

The Client is advised to obtain clearance from a physician before beginning this or any exercise programme, and in particular where the Client has a cardiovascular, respiratory, metabolic or musculoskeletal condition, is pregnant or recently post-partum, is over [Age threshold for physician clearance, e.g. forty-five (45)] , or has been inactive for an extended period. Where a physician has imposed restrictions, the Client shall provide them to the Trainer in writing, and the Trainer shall design the programme within them. The Trainer may decline or stop a session where the Trainer reasonably believes it is unsafe for the Client to train.

6. Assumption of Risk and Waiver

The Client understands that physical exercise carries risks that cannot be removed by supervision, screening or good technique. Those risks include muscle strain, sprains, joint and tendon injury, fractures, dizziness, fainting, nausea, heat exhaustion, aggravation of an existing condition, and — though rarely — serious injury, cardiac events and death. The Client accepts these risks knowingly and voluntarily, and chooses to take part on that basis.

The Client is responsible for exercising within the Client's own limits: for stopping when the Client feels pain, dizziness or distress, for telling the Trainer immediately when that happens, and for not attempting a movement or load the Client does not feel able to

perform safely. The Client may stop, rest, or decline any exercise at any time without explanation.

To the extent permitted by applicable law, the Client releases the Trainer from liability for injury, illness or loss arising out of the ordinary risks of exercise described above, where the Trainer has performed the services with reasonable care and skill. This release does not apply to gross negligence, recklessness or intentional misconduct by the Trainer, and does not affect any right the Client has that cannot be waived under applicable law.

7. No Medical or Nutritional Advice

The Trainer provides fitness instruction only. Nothing the Trainer says or provides is medical advice, diagnosis, treatment, physical therapy, or the prescription of a diet, supplement or medication, and it is not a substitute for advice from a qualified healthcare professional. The Trainer does not treat injuries or medical conditions.

Where the Trainer offers general guidance on nutrition, recovery or lifestyle, it is general information of the kind commonly given alongside exercise instruction, and the Client remains responsible for deciding whether to follow it. The Client shall consult a physician, registered dietitian or other appropriate professional about any medical or dietary question, and shall not stop, start or change any prescribed treatment on the basis of anything the Trainer says.

8. Trainer Credentials and Insurance

The Trainer holds the following qualifications:

[Certifications held, e.g. NASM-CPT, and the issuing body] , together with a current [First-aid or CPR certification held] certification. The Trainer shall keep these qualifications current for the duration of this Agreement and shall provide evidence of them on the Client's reasonable request.

The Trainer maintains professional liability and public liability insurance with cover of at least [Insurance cover amount] and shall keep that insurance in force for the duration of this Agreement. The Trainer shall provide a certificate of insurance on the Client's reasonable request. The Trainer shall deliver the services with the reasonable care and skill expected of a qualified personal trainer, and within the scope of the Trainer's qualifications.

9. Facility, Equipment and Conduct

Sessions take place at the location recorded in clause 2. Where that is a gym or studio operated by a third party, the Client shall comply with that facility's rules, hours and dress code, and shall hold any membership or day pass the facility requires and pay any associated fee, unless the Parties have agreed in writing that the Trainer provides access. The facility operator, not the Trainer, is responsible for the condition and safety of the premises and of any equipment the facility supplies.

Where sessions take place at the Client's home or another location the Client controls, the Client shall provide a clear, safe and adequately lit training space, and shall ensure that any equipment the Client supplies is in sound working order. Equipment brought by the Trainer remains the Trainer's property; the Client is responsible for loss of or damage to it caused by the Client's deliberate act or negligence, beyond ordinary wear and tear.

The Client shall follow the Trainer's reasonable instructions during a session, wear appropriate clothing and footwear, and treat the Trainer, facility staff and other users with respect. The Trainer may end a session immediately, without refund, and may terminate this Agreement under clause 11, where the Client attends under the influence of alcohol or drugs, behaves abusively or unsafely, or repeatedly ignores instructions given for the Client's safety.

10. Injury Reporting

The Client shall tell the Trainer immediately during a session if the Client feels pain, dizziness, breathlessness, chest discomfort or any other symptom that is not ordinary exercise effort. The Trainer shall stop the exercise and, where the circumstances require it, seek medical assistance.

The Client shall report to the Trainer in writing, within [Injury reporting window, e.g. seven (7) days], any injury the Client believes arose out of or during a session, including one that appears after the session has ended. The Trainer shall record the report, note the circumstances, and notify the Trainer's insurer and the facility operator where required. Prompt reporting lets both Parties establish what happened while the facts are fresh; it does not by itself decide who is responsible.

11. Termination and Unused Sessions

Either Party may terminate this Agreement by giving the other [Termination notice, e.g. fourteen (14) days] written notice. Either Party may terminate it immediately, by written notice, where the other Party materially breaches this Agreement and does not remedy the breach within [Cure period, e.g. seven (7) days] of being asked to, and the Trainer may terminate it immediately for the conduct described in clause 9.

Where the Client terminates other than for the Trainer's breach, or where the Trainer terminates for the Client's breach or conduct, the Trainer shall refund the unused sessions at

[Refund basis on client termination, e.g. the per-session rate less any package discount, or state that unused sessions are non-refundable] .

Where the Client terminates for the Trainer's unremedied material breach, or where the Trainer terminates for any other reason or is unable to continue delivering the services, the Trainer shall refund every unused session in full at the price actually paid for it.

A refund due under this clause is payable within [Refund period, e.g. fourteen (14) days] of termination, after deducting any fee that is already due and unpaid, including sessions forfeited under clause 4. Termination does not affect any right or obligation that has already accrued, and clauses 6, 7, 10, 12 and 14 survive it.

12. Limitation of Liability

Neither Party is liable to the other for indirect or consequential loss, or for loss of income, profit or opportunity, arising out of this Agreement. Except as stated in the next paragraph, the Trainer's total liability arising out of or in connection with this Agreement is limited to the total fees paid by the Client under it in the [Liability look-back period, e.g. twelve (12) months] before the event giving rise to the claim.

Nothing in this Agreement limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited or excluded. The Trainer is not responsible for the Client's personal property brought to a session, or for the acts or omissions of a facility operator, a healthcare professional, or any other third party.

13. Governing Law and Jurisdiction

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Colorado] . The Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

14. General

This Agreement is the entire agreement between the Parties about the personal training services, and replaces any earlier understanding on that subject. It may only be amended in writing signed by both Parties, except that the Trainer may change rates on notice as set out in clause 3.

The Client may not transfer sessions to another person without the Trainer's written consent. Neither Party may assign this Agreement without the other's written consent. If any provision is held unenforceable, the rest continues in force, and the unenforceable provision applies to the fullest extent permitted. A failure to enforce any provision is not a waiver of it.

The Trainer shall keep the Client's health information and personal details confidential and shall use them only to deliver and administer the services, except where disclosure is required by law or is necessary in a medical emergency. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement. Both Parties sign and date it before the first session.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Client

Signature: _____

Printed name: _____

Date: _____

Trainer

Signature: _____

Printed name: _____

Date: _____