

## Letter of Agreement

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between \_\_\_\_\_ ("Client") and \_\_\_\_\_ ("Trainer").

In consideration of the mutual promises exchanged herein and other good and valuable consideration, the parties agree as follows:

1. Client and Trainer have agreed that Trainer will conduct \_\_ one-hour workout sessions. Each session will begin at a mutually convenient, agreed-upon time and shall be subject to the policies attached hereto as "Exhibit A."
2. Client will pay Trainer, in advance, the sum of \$\_\_\_ for these workout sessions. Client acknowledges and agrees that no credit or refund shall be due for sessions cancelled by Client, except as provided in the Policies attached hereto as Exhibit A.
3. Concurrently with the execution of this Agreement, Client has executed and delivered to Trainer a Waiver and Assumption of Risk Agreement and a Waiver for Home Workouts Agreement (if applicable) (these agreements herein collectively referred to as the "Waiver Agreements"), in which Client assumes the risk of participating in an exercise program and agrees that Trainer and his or her agents, employees, or contractors, if any, shall have no liability for any injury, illness, or similar difficulty that Client may suffer arising out of or connected with Client's participation in Trainer's program. Client hereby acknowledges and agrees that the execution and delivery of the Waiver Agreements are material inducements to Trainer's permitting Client to participate in Trainer's program and agrees to be bound by same.
4. Client and Trainer may agree to conduct additional sessions at such times and locations as they may agree upon, and in such event (i) the provisions of this Agreement, including the Policies attached hereto as Exhibit A, shall be deemed to apply to such additional sessions and (ii) Client will pay Trainer, in advance, the sum of \$\_\_\_. Client acknowledges and agrees that no credit or refund shall be due for sessions cancelled by Client, except as provided in the Policies attached hereto as Exhibit A.

IN WITNESS WHEREOF, Client and Trainer have caused this Agreement to be executed on the day and year first above written.

by: \_\_\_\_\_  
Trainer

\_\_\_\_\_  
Trainer, please print name

by: \_\_\_\_\_  
Client's signature

\_\_\_\_\_  
Client, please print name

## Exhibit A

### Policies

1. Sessions last about one hour. Please be ready to begin at your scheduled time.
  2. Time slots are available on a “first-come, first-served” basis by appointment. Clients who train on a monthly basis will usually have priority since they can schedule regular standing times (for example, Monday, Wednesday, and Friday at 5:30 p.m.).
  3. About cancellations:
    - a. During the period of your first \_\_\_ sessions (“Initial Training Period”), you will receive no credit for canceled or missed workouts, regardless of the reason, unless we cancel, in which case you’ll receive a free workout for each session canceled.
    - b. If you continue as a client after your Initial Training Period, you will pay the monthly rate and receive credit for canceled sessions as follows:

\$\_\_\_\_\_ per session, subject to paragraphs c–g below
    - c. You will not receive credit for any workout unless it was canceled with at least 24 hours’ advance notification. Cancellations must be given by calling 281-250-7223 to be deemed effective.
    - d. You will not receive credit for more than one (1) canceled workout per month unless we cancel, in which case you will receive credit for each canceled workout.
    - e. If you receive credit for a missed workout, you must use the credit within 60 days of the missed workout, or it will be waived.
    - f. If you are entitled to credit in accordance with this paragraph, such credit will appear on the following month’s invoice and shall not be deducted from the current month’s invoice.
    - g. No credit shall be due if a session is canceled due to any of the following: floods, fires, earthquakes, tornadoes, power failure, or similar severe weather conditions or acts of God making travel extremely difficult or impossible; automobile accidents involving you or resulting in your inability to arrive at your scheduled workout; or any event of similar magnitude, beyond the control of the parties. (You will still get credit if we cancel because we are involved in an accident, illness, or other difficulty.) See the following paragraph for holiday credits.
- \_\_\_\_\_  
Client’s initials
4. Payment is due in advance of the first session. If you are training on a monthly basis, you will receive a statement on or about the first of the month, which is due and payable on or before the fifth of the month. If you want to train on a monthly basis but your start date is on a date other than the first of the month, you will be billed a prorated amount for the month that you start. Then you will receive an invoice on the first of the next month. If a regularly scheduled session occurs on one of the following holidays, no credit is due: President’s Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year’s Day. Sometimes holidays necessitate schedule modifications. For example, the gym may close early on Christmas Eve or New Year’s Eve. If you are unavailable to modify your schedule to fit in a workout under these circumstances, no credit will be due.
  5. You will be required to sign and return the following forms to me before taking a fitness evaluation or beginning any program:
    - a. Waiver, Release, and Assumption of Risk Form
    - b. Waiver and Assumption of Risk (Home Workouts), if applicable
    - c. Health History Questionnaire
    - d. Goal Inventory
  6. If you have any of the following physical conditions, you will be required to have a Medical Clearance and Physician’s Consent Form:
    - a. Hypertension (>145/95 mm Hg)
    - b. Hyperlipidemia (cholesterol >220 mg/dl or a total cholesterol-to-HDL ratio of >5.0)
    - c. Diabetes
    - d. Family history of heart disease prior to age 60

e.Smoking

f. Abnormal resting EKG

g.Any other condition that I in my sole discretion may deem to present an unreasonable risk to your health, were you to participate in a fitness evaluation or program.

6. Clients will be required to keep a food diary for 2 weeks at the beginning of the program. After 2 weeks, the diary will be analyzed for nutritional content, and I will make suggestions to help you improve your diet.
7. Clients are required to observe any and all rules of the gym or facility where workouts take place.
8. Shirts and shoes are required at all times during sessions. I suggest that you also bring a towel and a lock, since these are not supplied at the gym.
9. Clients have the right to terminate a particular exercise or workout at any time. You are in control of your workouts! If an exercise is uncomfortable or painful, or if you want to stop for any reason, you may do so. If a particular exercise is painful for you to do or you have an injury or other limitation that makes it difficult for you to do, I can probably substitute another exercise to work that particular muscle group.
10. Clients are encouraged to drink plenty of water during the workout. You do not need my permission to get a drink or go to the bathroom.
11. You will get from your workouts what you put in. I will show you how to work your muscles correctly and encourage you to go to your safe limit, but whether you reach your goal is ultimately up to you. You are the only one who can make sure you work out consistently (missing workouts is a guarantee to get nowhere!), eat properly, rest enough, and live a healthful lifestyle.

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Client's signature