Client contract

- 1. Terms and Conditions. The Parties agree to the following terms and conditions:
- a. The Client is engaging the personal training services **week** to be provided by Osteofit Solutions by Cristina Fuchs.
- b. Personal Training sessions will last 60 minutes.
- c. The Trainer will create an exercise program geared to the Client's fitness level and experience in order to meet the Client's objectives.
- d. The Client agrees to sign the attached Informed Consent and Assumption of Risk and Waiver of Liability.
- e. The Client agrees to inform the Trainer –Cristina Fuchs, of any and all conditions, medical or otherwise, that may affect the Client's ability to participate in Training Sessions.
- 2. Training Sessions. Training Sessions will be designed based on client's goals. Training sessions may include, but are not limited to, the following activities: Fitness Assessment; exercise; cardiovascular training; weight lifting and training; balance exercises and stretching.
- 3. Training Package and Payments. The Client is purchasing_____ Personal Training sessions at a rate of ______ + tax per Training Session. The payment for the session, will be divided as following: The client will pay the number of sessions training per month. The payment can be made by E- transfer or cheque on the first training session of each month.
- 4. Additional training sessions. If the Client wishes to purchase additional Training Sessions, the Parties will enter into an amendment to this Contract.
- 5. Cancellation of Training Session. The Client shall provide twenty-four (24) hour notice of any necessary cancellation of a scheduled Training Session. Failure to provide twenty-four (24) hour notice shall result in the Client being charged the full rate for the cancelled/missed Training Session. However, there may be instances where this is not practicable, then the client would not be charged. The Trainer- Cristina Fuchs will endeavor to also provide the Client twenty-four (24) hour notice of any scheduled Training Session that may need to be cancelled; however, there may be instances where this is not practicable, and such would not constitute breach of this Contract on behalf of the trainer.
- 6. Indemnity. The Client agrees to indemnify and hold harmless the Trainer for any injuries, illnesses, and the like experienced as the result of the Client's Training Sessions.
- 7. Termination. Either Party may terminate this Contract upon thirty (30) days prior written notice to the other Party. In the event of termination by either Party, the trainer shall refund the Client all monies paid for any unused Training Sessions.

BY SIGNING BELOW, THE CLIENT ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND THAT THE CLIENT IS SATISFIED WITH THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. THE CLIENT SHOULD NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES. THE CLIENT IS ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME OF SIGNATURE.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Trainer
Signed:
Name: <u>Cristina Fuchs</u>
Date:
Client
Signed:
Name:
Date:

ATTACHMENT 1

INFORMED CONSENT AND ASSUMPTION OF RISK AND RELEASE OF LIABILITY

This Informed Consent and Assumption of Risk and Release of Liability is entered into **February**, **27th**, **2023** and is material to the Personal Training Contract and is incorporated herein by reference.

- 1. Client certifies that Client is of adequate physical condition to participate in physical exercise. Initials _____
- 2. Client certifies that Client assumes the risk of physical injury, whether minor, severe, or otherwise. Initials _____
- 3. Client certifies that Client will disclose to the Trainer whenever suggested activities cause distress beyond Client's threshold. Initials _____

- 4. Client certifies that Client will not hold the Company or its Trainer(s) liable for any physical injury, whether minor, severe, or otherwise that result from Training Sessions. Initials
- 5. Client certifies that Client assumes all responsibility for Client's participation in the Training Sessions. Initials _____

Trainer
Signed:
Name: Cristina Fuchs
Date:
Client
Signed:
Name:
Date [.]