

PERSONAL TRAINING AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your arrangement, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Personal Training Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[TRAINER LEGAL NAME], [an individual residing at / a STATE ENTITY TYPE with its principal place of business at] [TRAINER ADDRESS] ("**Trainer**"); and

[CLIENT LEGAL NAME], an individual residing at [CLIENT ADDRESS] ("**Client**").

Trainer and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client wishes to engage Trainer to provide personal fitness training, and Trainer wishes to provide that training, on the terms of this Agreement. Because physical exercise carries inherent risks, this Agreement includes important provisions on health screening, assumption of risk, and release of liability that Client should read carefully. In consideration of the mutual promises below, the Parties agree as follows.

1. Training Services

1.1 Services. Trainer will provide personal fitness training (the "**Services**") designed around Client's goals, which include: [DESCRIBE, e.g. strength, conditioning, weight management, mobility, general fitness]. Trainer will perform the Services with the reasonable skill and care of a competent personal trainer.

1.2 Program design. Trainer will design and adjust a training program for Client based on Client's stated goals, fitness level, and any limitations Client discloses. The program may include resistance training, cardiovascular work, flexibility work, and related guidance.

1.3 Sessions. Each session is approximately [NUMBER] minutes and is conducted [at [FACILITY/GYM] / at Client's home / outdoors at [LOCATION] / virtually via [PLATFORM]].

1.4 Not medical, physical-therapy, or nutrition-diagnostic services. Trainer is not a physician, physical therapist, dietitian, or other licensed clinician, and the Services are not medical advice, diagnosis, treatment, rehabilitation, or prescription of any diet. General nutrition information, if any, is educational only, and Client should consult a licensed professional for medical or dietary needs.

2. Health, Screening, and Client Representations

2.1 Medical clearance. Client represents that Client has consulted, or has had a reasonable opportunity to consult, a physician about beginning an exercise program and is medically able to participate. Trainer may require written medical clearance before training begins.

2.2 Disclosure of conditions. Client will disclose to Trainer all known medical conditions, injuries, surgeries, medications, pregnancy, and physical limitations relevant to exercise, and will promptly inform Trainer of any change.

2.3 Accuracy. Client represents that the health information Client provides is accurate and complete. Trainer relies on this information in designing the program and is not responsible for harm resulting from information Client fails to disclose or misstates.

2.4 Stop signals. Client agrees to tell Trainer immediately if Client feels pain, dizziness, shortness of breath, or other distress during a session, and to stop exercising when instructed or when Client feels unable to continue safely.

3. Assumption of Risk

3.1 Inherent risks. Client understands that physical exercise involves inherent risks, including muscle strains, sprains, fractures, cardiovascular events, and, in rare cases, serious injury or death, and that these risks cannot be eliminated regardless of care.

3.2 Voluntary participation. Client voluntarily chooses to participate in the Services with knowledge of these risks and **expressly assumes all risks of injury, illness, or harm** arising from participation, except harm caused by Trainer's gross negligence or willful misconduct.

3.3 Equipment and environment. Client will use equipment and facilities as instructed and will report any equipment Client believes is unsafe. Where training occurs at a third-party facility, that facility's rules and any separate waivers also apply.

4. Release and Waiver of Liability

4.1 Release. To the fullest extent permitted by applicable law, Client releases and holds harmless Trainer and Trainer's employees, contractors, and agents from claims, demands, and liabilities for injury, illness, loss, or damage arising out of or related to Client's participation in the Services, **except** to the extent caused by Trainer's gross negligence or willful misconduct.

4.2 Limits on waivers. Client understands that the enforceability of liability waivers varies by jurisdiction and that some claims (such as those for gross negligence) may not be waivable. This Section is to be enforced to the greatest extent permitted by applicable law, and if any part is unenforceable, the remainder continues to apply.

4.3 Limitation of liability. Except for liability that cannot be limited under applicable law, Trainer's total aggregate liability arising out of or related to this Agreement will not exceed the total fees paid by Client in the **[NUMBER, e.g. 3]** months before the event giving rise to the claim. Neither Party is liable for indirect, incidental, special, or consequential damages.

5. Scheduling, Cancellation, and Lateness

5.1 Scheduling. The Parties will schedule sessions by mutual agreement; the initial schedule is **[SCHEDULE]**.

5.2 Cancellation notice. To cancel or reschedule without charge, the cancelling Party must give at least **[NUMBER, e.g. 24]** hours' notice by **[method]**.

5.3 Late cancellation and no-show. A session cancelled with less than the required notice, or missed without notice, is charged at **[FULL / HALF]** the session rate, except in genuine emergencies the Parties agree to excuse.

5.4 Lateness. If Client arrives late, the session ends at its scheduled time and the full fee applies. If Trainer is late, Trainer will extend the session or credit the time, at Client's choice.

5.5 Trainer cancellation. If Trainer cancels, Trainer will offer a make-up session at no additional charge or credit the fee.

6. Fees and Payment

6.1 **Fees.** Client will pay Trainer **[AMOUNT]** per session / **[AMOUNT]** for a package of **[NUMBER]** sessions / **[AMOUNT]** per month. Fees are stated in **[CURRENCY]** and exclude applicable taxes.

6.2 **Packages and expiration.** Prepaid package sessions must be used within **[DURATION]** and are **[refundable / non-refundable]** as stated here: **[DESCRIBE]**.

6.3 **Payment timing.** Client will pay **[in advance / per session / monthly]** by **[PAYMENT METHOD]**. Undisputed invoices are due within **[NUMBER, e.g. 7]** days.

6.4 **Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law. Trainer may suspend Services while payment is overdue.

7. Conduct, Media, and Confidentiality

7.1 **Conduct.** Client will follow Trainer's reasonable instructions and facility rules and will not train under the influence of alcohol or impairing substances.

7.2 **Confidential health information.** Trainer will keep Client's health and personal information confidential and use it only to provide the Services, consistent with applicable privacy law.

7.3 **Photos and video.** Trainer will not use Client's name, image, or results in marketing without Client's prior written consent. Any progress photos are kept confidential unless Client consents in writing to other use.

8. Term and Termination

8.1 **Term.** This Agreement begins on the Effective Date and continues until terminated under this Section.

8.2 **Termination for convenience.** Either Party may terminate this Agreement on **[NUMBER, e.g. 14]** days' written notice. Section 6.2 governs any package refund.

8.3 **Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 7]** days after notice, or if Trainer reasonably believes continued training is unsafe for Client.

8.4 **Effect of termination.** On termination, Client will pay for Services performed through the effective date, and Trainer will refund prepaid amounts for sessions not yet provided, except non-refundable package amounts disclosed under Section 6.2.

8.5 **Survival.** Sections 3, 4, 6 (for amounts accrued), 7, and 9 survive termination.

9. General Provisions

9.1 **Independent contractor.** Trainer is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

9.2 **Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.3 **Assignment.** The Services are personal to Trainer. Neither Party may assign this Agreement without the other's prior written consent.

9.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.5 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.7 **Counterparts and electronic signature.** 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TRAINER	CLIENT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE / N/A]	Title: [N/A]
Date: _____	Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.