

AGREEMENT

Personal training agreement template

An agreement between a personal trainer and a client for one to one or small group training.

Not legal advice. This is a general template in plain language, written by Scraler. Laws on contracts, waivers, refunds and data protection differ by country and state, and a court may not enforce some clauses. Have a lawyer in your area review it before you use it with clients. Replace every blank and delete any clause that does not fit your business.

PACKAGE	FEE	SESSIONS PER MONTH	CANCEL NOTICE, HOURS	START DATE

TRAINER OR BUSINESS NAME

TRAINER ADDRESS AND CONTACT

CLIENT FULL NAME

CLIENT ADDRESS AND CONTACT

START DATE

DATE OF THIS AGREEMENT

1 Services

The trainer will provide the following training to the client: _____.

☐ One to one sessions ☐ Small group sessions ☐ Online or video sessions ☐ Programme only ☐ Other

Number of sessions: _____ per _____. Length of each session: _____ minutes. Location: _____.

Included: _____. Not included, for example nutrition plans, medical advice or extra check-ins: _____.

2 Fees and payment

The client will pay _____ (currency _____) _____. This is due on _____.

. Accepted payment methods: _____.

If a payment is late by more than _____ days, the trainer may pause sessions until the balance is paid. Any tax due is _____.

3 Packages and expiry

Prepaid sessions must be used within _____ weeks of the start date. Unused sessions after that date _____. Packages are for the named client only and cannot be transferred unless the trainer agrees in writing.

4 Cancellations and missed sessions

The client must give at least _____ hours notice to cancel or rearrange a session. A session cancelled with less notice, or missed without notice, is charged in full and counts as used.

If the trainer cancels, the trainer will offer a replacement session within _____ days. If the trainer cannot, the trainer will refund that session. The trainer may give a free rearrangement for illness or emergency at their discretion.

5 Refunds

Fees for sessions already delivered are not refundable. Fees for sessions not yet delivered are refundable _____. Refunds are paid by the original payment method within _____ days. Nothing here limits any right the client has under consumer law where they live.

6 Health information and client responsibilities

Before training starts the client will complete a health screening and an intake form and tell the trainer truthfully about any condition, injury, medication or pregnancy. The client will tell the trainer promptly about any change, will tell the trainer if they feel pain, dizziness or unwell during or after exercise, and will stop exercising if told to by the trainer or a doctor. The trainer is not a medical professional, and the client should ask their doctor if unsure whether to exercise.

7 Risk and liability

The client has read and signed the separate Assumption of Risk and Liability Waiver, which forms part of this agreement. Exercise carries a risk of injury. To the extent the law allows, the trainer is responsible for injury or loss only where it is caused by the trainer's own negligence, and nothing in this agreement excludes liability that cannot be excluded by law.

8 Insurance and qualifications

The trainer confirms they hold:

- ☐ Professional liability insurance ☐ Public liability insurance ☐ Current first aid certificate
☐ Current training qualifications

Provider or certificate number (optional): _____.

9 Privacy and photos

The trainer will keep the client's personal and health information private, use it only to deliver training and run the business, store it securely and share it only with people the client agrees to or where the law requires. The client may ask to see, correct or delete their information. Photos or videos of the client may only be used for marketing if the client agrees:

- ☐ Yes, I agree ☐ No, I do not agree

10 Term, renewal and ending this agreement

This agreement starts on the start date and runs

- ☐ until the package is used ☐ for a fixed term of _____ months ☐ month to month until ended

Either side may end it by giving _____ days written notice. The trainer may end it immediately if the client behaves in an unsafe, abusive or unprofessional way. Sessions delivered up to the end date remain payable. Memberships renew _____ unless cancelled.

11 Disputes and governing law

The parties will first try to resolve any dispute by talking to each other. If that fails they will try

_____ (for example mediation) before going to court. This agreement is governed by the law of _____ (state, province or country), and the courts of _____ will deal with any dispute.

12 Whole agreement and signing

This agreement and the waiver are the whole agreement between the parties and replace anything said before. Changes must be in writing and agreed by both sides. If a clause is found to be unenforceable, the rest stays in force. Each side may sign electronically and keep a copy.

Client

CLIENT SIGNATURE

DATE

Trainer

TRAINER SIGNATURE

DATE

General template, not legal advice. Have a local lawyer review before use. Free to copy, print and adapt for your own business; do not present it as legal advice to others.