

## **Fitness Agreement**

This Personal Training / Swimming Instructing / Online Training Agreement is made and entered into on \_\_\_/\_\_\_/20\_\_ by and between Andrew W Sheng and

Your Name \_\_\_\_\_  
Address \_\_\_\_\_ State \_\_\_ Zip Code \_\_\_\_\_

(hereinafter, the Client). Trainer and Client are sometimes collectively referred to in this Agreement as the Parties.

### 1. General Terms

Client acknowledges that s/he is agreementing for the services of a personal trainer / swimming instructor / online trainer provided by Andrew W Sheng.

Training programs shall have various Training Sessions. Each Training Session shall last 60 minutes (hereinafter Training Session).

### 2. Attachment

Client has read and executed the Full Disclosure of Physical Conditions/Informed Consent and Assumption of Risk, and Release of Liability form, which is attached hereto and incorporated into this agreement as if fully set forth herein.

### 3. Training Packages and Payments

The Training Package chosen by the Client shall consist of \_\_\_\_\_ training sessions. The Client agrees to pay the Trainer the sum of \_\_\_\_\_ Training Session Package. Half of the fee for the Training Package is due prior to the commencement of the first Training Session. The remaining half of the fee is due at the end of the last Training Session of the Training Package or within 7 days, whichever event comes first.

If the Client purchases one Training Session at a time, payment per Training Session is due in full prior to the commencement of each Training Session.

Any Training Session not used within 60 days of the Effective Date for any Training Package shall be forfeited. The Client shall not be entitled to a refund of the cost for any Training Session not used within 60 days.

The Client will be charged 50% of the Training Session's cost for a cancelled appointment unless the Client notifies Andrew W Sheng of such cancellation at least 24 hours prior to the

scheduled Training Session. If the Client is more than 15 minutes late for an appointment, the lost time will be forfeited and charged for the Training Session as if the Client had been present.

Should the Client purchase additional Training Sessions both the Client and the Trainer agree that this Agreement shall remain in full force and effect, and continue to govern the rights and liabilities of the Parties, except as to the amount payable per such additional Training Session, if different from the amount stated above, or unless the Parties execute a new Agreement.

#### 4. Waiver and Indemnity

The Client agrees to indemnify the staff and/or the fitness trainer for any injuries, illnesses, or expenses from the Client's participation, especially if the Client has neglected to disclose a known medical condition or similar information that might affect the Client's ability to participate in the Fitness Program.

#### 5. Termination of Agreement

The Parties shall have the right to terminate this Agreement upon 30 days advance written notice of termination to the other party.

#### 6. Effect of Termination

In the event the Client terminates this Agreement, the Trainer shall retain all payments made for all unused Training Sessions or packages. In the event the Trainer terminates this Agreement, the Trainer shall refund to the Client all payments made for unused portions of Training Sessions or packages.

#### 7. Entire Agreement

This Agreement (including the Full Disclosure of Physical Conditions/Informed Consent and Assumption of the Risk and Release of Liability) constitutes the entire agreement of the Parties, and supersedes any and all previous understanding, agreements, arrangements, or discussions, written or oral, between the Parties relating hereto. There are no collateral agreements, representations, or guarantees, oral or otherwise unless attached hereto and signed by both Parties.

#### 8. Warranties

There are no warranties either express or implied in this Agreement that are not expressly contained in this Agreement.

#### 9. Applicable Law

The Agreement shall be governed by the laws of the State of New York

10. Signatories

This Agreement shall be signed by Andrew W Sheng and by the Client,

Your Name \_\_\_\_\_

This Agreement is effective as of the date first written above.

Any Client under the age of 18 must have a parent or legal guardian sign this Agreement.

Trainer: Andrew Sheng

Date \_\_/\_\_/20\_\_

Client: \_\_\_\_\_

Date \_\_/\_\_/20\_\_

**Full Disclosure of Physical Conditions / Informed Consent and Assumption of Risk and  
Release of Liability**

This Full Disclosure of Physical Conditions / Informed Consent and Assumption of Risk and Release of Liability is executed on

Date \_\_/\_\_/20\_\_

and is a material part of, and is incorporated by reference into the Personal Training / Swimming Instructing / Online Training Agreement executed by the Client.

1. The Client certifies that he or she is physically sound and suffering from no condition, impairment, disease, infirmity, or illness that would prevent the Clients participation in the Client's Activities under this Agreement, except as hereinafter stated.

\_\_\_\_\_

**2. The Client certifies that he or she has been informed of the need for a physician's approval for participation in the Activities under this Agreement.**

\_\_\_\_\_

**3. The Client certifies that Andrew W Sheng has recommended that the Client have a yearly or more frequent physical examination and consultation with the Client's physician as to physical activity, exercise, and use of exercise and training equipment so that the Client may have knowledge that he has either (a) been given permission by the Client's physician to participate, or (b) that the Client has decided to participate in the Activities under this Agreement without the approval of his physician.**

\_\_\_\_\_

4. The Client expressly assumes all responsibility for the Client's participation in the Activities under this Agreement.

\_\_\_\_\_

5. The Client certifies that the client has given full and complete disclosure of all physical conditions, impairments, diseases, infirmities or illnesses that might affect or prevent the Client's participation in the Activities under this Agreement, the Client represents that he has no

congenital, physical, or mental health problems, no underlying cardiovascular, neurological, or any illness, or condition which might affect or prevent the Client's participation in the Activities under this Agreement.

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### **Informed Consent and Assumption of Risk**

1. The Client enters this Agreement with full knowledge of all the risks and benefits associated with the Activities under this Agreement. The Client certifies that the client is of a legal age to enter into an Agreement, and is not mentally incapacitated. The Client certifies that he enters this Agreement without duress, undue influence, and for valuable consideration.

2. The Client certifies he or she understand the risks associated with participation in the Activities under this Agreement, including but not limited to physical injury resulting from the acts, omissions, and/or negligence of others. The Client certifies that the Client knows and fully understand the importance and relevance of all the risks, and expressly and voluntarily assumes any and all risks associated with the Client's participation in the Activities under this Agreement, including but not limited to the activities of training: cardiovascular exercise and training; use of machinery, training equipment, free weights, circuit machinery and cardiovascular machines; stretching; weight lifting; testing, including but not limited to testing of the cardiovascular system, heart rate, muscle strength, endurance, and flexibility; and any other training activities, techniques, and/or exercises. Further, the Client expressly and voluntarily assumes any and all risk associated with the Client's participation in the Activities under this Agreement, including but not limited to the risks of dizziness; strains and/or sprains; fractures of any kind; syncope (fainting); arrhythmia (alteration in heart rhythm); dyspnea (shortness of breath); angina pectoris (chest pain); tachycardia (rapid resting heart rate over 100 beats per minute); myocardial infarction (heart attack); cerebrovascular accident (stroke); dysrhythmia (abnormal rhythm of brain waves or heart rhythm), and/or other physical injury, due to any cause whatsoever.

### **Release of Liability**

1. Client certifies that the Client voluntarily agrees to participate in the Activities under this Agreement, including but not limited to the activities of training: cardiovascular exercise and training; use of machinery, training equipment, free weights, circuit machinery and cardiovascular machines; stretching; weight lifting; testing, including but not limited to testing of the cardiovascular system, heart rate, muscle strength, endurance, and flexibility; and any other training activities, techniques, and/or exercises. The Client further agrees to follow all rules set forth by

Facility Address \_\_\_\_\_ State \_\_\_ Zip Code \_\_\_\_\_,

and Andrew W Sheng.

2. In consideration of the privilege of participating in the Activities under this Agreement, and the training services provided by Andrew W Sheng, the Client for himself, his heirs, assigns, administrators, executors, and/or all members of his family, including minors, waives, releases, holds harmless and forever discharges The Human Workshop, its successors in interest, assigns, servants, agents, employees, independent Agreementors, associates, officers, directors, officials and any other participants in the Activities under this Agreement, from any and all responsibility, liability, claims and demands of any kind and nature, damages, actions, causes of action of any kind, whether now known or unknown, or which the Client may have now, or which may hereafter accrue to the Client (collectively, the Claims), including but not limited to Claims based upon or related to dizziness; strains and/or sprains; fractures of any kind; syncope (fainting); arrhythmia (alteration in heart rhythm); dyspnea (shortness of breath); angina pectoris (chest pain); tachycardia (rapid resting heart rate over 100 beats per minute); myocardial infarction (heart attack); cerebrovascular accident (stroke); dysrhythmia (abnormal rhythm of brain waves or heart rhythm), and/or other physical injury, due to any cause whatsoever, including the act or omission, negligence or any fault of

Facility Address \_\_\_\_\_ State \_\_\_ Zip Code \_\_\_\_\_

its successors in interest, assigns, servants, agents, employees, independent Agreementors, associates, officers, directors, officials and any other participants in the Activities under this Agreement.

Trainer: Andrew Sheng

Date \_\_/\_\_/20\_\_

Client: \_\_\_\_\_

Date \_\_/\_\_/20\_\_