

## Fitness 02 Personal Training – Terms & Conditions

We look forward to working with you and helping you achieve your Personal Training goals. To help us provide a professional, motivating and enjoyable experience for you and all our clients, please read through and sign the terms and conditions of Personal Training. If you have any questions do not hesitate to contact Fitness O2.

1. **Payment:** All payments for Personal Training sessions are to be made in advance. Package renewals are due by the last session of the current package (cheques should be made payable to Fitness O2).
2. **Rescheduling sessions:** We understand that sometimes you may need to reschedule a session. We will do our best to accommodate your request. If your trainer is unable to find an alternative time, and your request is placed less than **24** hours prior to the appointment, you will be charged for the appointment (except under special circumstances, as approved by Fitness O2 management).
3. **Group Training:** If a member of the group cancels or misses a session that group member will forfeit that session regardless of any prior notice given.
4. **Cancelling or missing a session:** If you miss a scheduled session or cancel with less than **24** hours notice, you will be charged for the scheduled training session (except under special circumstances, with documentation).
5. **Trainer cancellation or missing a session:** In the event of unexpected absence, **12** hours notice will be given to you. In the event of your trainer missing a scheduled session, your trainer will credit you with one free training session. If your trainer is absent due to a case of emergency you will be rescheduled with no penalty to us.
6. **Lateness Policy:** If you are late, the session cannot be extended and will end at the appointed time. If the trainer is late additional time will be added to the session or to subsequent sessions.
7. **Client holidays and absences:** We request 7 days advance notice be given of any prolonged training absences.
8. **Trainer holidays and absences:** Your trainer will provide you with at least 14 days notice for any prolonged trainer absences. Your trainer will discuss alternative training arrangements with you.
9. **Health concerns:** You must inform your trainer of any relevant injury, illness or medical concerns, prior to beginning (or restarting) training.
10. **Session Validity: 10 session package** is valid for **2 months** from date of purchase. Exceptions to this policy include: Extended leave of absence (with consultation of Fitness O2) or a medical condition that prohibits physical activity associated with training (physician / physiotherapist certificate is mandatory in this situation).
11. **Refunds:** There are no refunds offered for personal training. If an emergency arises and you are permanently prevented from training, refunds for any unused session are at the discretion of Fitness O2 management.
12. **Terms and Conditions:** The terms and conditions stated herein will automatically be carried over to your new sessions upon expiry of the current package without the need for a new agreement to be signed and dated.
13. **Liability:** You accept that participating in exercise has a risk of causing injury, both minor and potentially major.

### **YOU ACCEPT THIS RISK AND ACCEPT FULL RESPONSIBILITY FOR YOUR EXERCISE AND TRAINING.**

You will in no way hold Fitness O2 or your trainer liable for any injuries or illness sustained. You also agree that you have no undisclosed injury or illness that may affect your ability to undertake rigorous exercise and to the best of your knowledge you are ready and able to undertake this exercise program.

#### ***By signing this form you acknowledge and accept that:***

- You are encouraged NOT to bring valuable personal belongings to training sessions. If however at any time you entrust Fitness O2 with such belongings, please note that you do so at your own risk. Fitness O2 will not be responsible for theft or loss thereof.
- You are voluntarily choosing to participate in a physical exercise program.
- You agree that any information, instruction or advice obtained from Fitness O2, its partners, trainers or staff (collectively Fitness O2) may NOT be used as a substitute for your doctor's advice or treatment.
- You agree that any information, instruction or advice obtained from Fitness O2 will be used at your own risk.
- You participate in any and all training programs at your own risk.
- You agree to release and hold harmless Fitness O2 from any and all responsibilities or liabilities from injury arising from your participation in any exercise program. Without limitation to the foregoing, if participating in any contact sports, including but not limited to kickboxing, you acknowledge that this could result in injury to yourself or others.
- You and/or your insurers, not Fitness O2, will be responsible for any and all medical and other costs you may incur.
- I understand once I have signed and agreed to the Personal Training program and no membership fees will be refund unless agreed upon by a Fitness O2 representative.

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Signature

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Date