Training Consent Form and Contract

3-MONTH CONTRACT

2025-2026

This Personal Training Contract is entered into _____by an between JustMusclePower Fitness, LLC, with an address of _____

1. **Terms and Conditions.** The parties agree to the following terms and conditions:

    a. Client is engaging Company for personal training services to be provided by Company's Trainer(s).

    b. Personal Training sessions, depending on which program you choose will last either (a) :30 minutes or (b) one hour

    c. Trainer will create an exercise program geared to Client's fitness level and experience in order to meet Client's objectives.

    d. Client agrees to sign Informed Consent and Assumption of Risk and Release of Liability.

    e. Client agrees to inform Trainer of all conditions, medical or otherwise, that may affect his/her ability to participate in Training Sessions.

2. **Training Sessions.** Training Sessions may include, but are not limited to, the following activities: testing of physical fitness; exercise; aerobics and aerobic conditioning; cardiovascular training; weightlifting and training; and stretching.

3. **Training Package and Payments.** Client is purchasing __ Training Sessions at a rate of $_____per Training Session. **Payments for training Sessions on a per session basis at the end of each session. Payments not received immediately following the end of a clients' session will result in a $25.00 late fee each day the payment is late.** Clients may pay for all the Training Sessions upon the execution of this Contract.
   All Training Sessions must be used within 90 days of the Effective Date of this Contract. If Client wishes to purchase additional Training Sessions, the Parties will enter an amendment to this Contract.

Client is purchasing one of the following Training Sessions, please select one below:

____ Half hour Training Session $60.00 (30 minutes)

____ Basic Training Session $70.00 (1-Hour session)

____ Professional Session $80.00 (1-Hour Training session)

_____Premium Training Session $90.00 (1-Hour session w/nutritional consulting)

_____Group Fitness Training $60.00/person

_____Drop In Session $85.00 (no Contract Needed; 1-Hour Session)

4. **Physical Touch.** Physical Touching may be required for client to have proper positioning and technique for client's body and/or to assess client's body's reactions to certain activities.

5. **Cancellation of Training Session. 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 Client being charged the full rate for the cancelled/missed Training Session. The Trainer will endeavor to also provide 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. Contracts are for a 6-month period resulting in a total of 48 individual sessions in consecutive weeks. If the client does not complete 48 sessions the day the contract expires, the client will be responsible for payment of the remaining sessions. Travel considerations holidays, and family emergencies, will be taken into consideration. Other no shows, failure to cancel within 24hours, and other infractions will not. The Trainer has the right to cancel any contract at any time due to any negligence of the client. If the client is late or does not show 5 times within a month, the trainer has the right to cancel the entire contract and charge the client for the remainder of the sessions. Once contracts are signed and agreed upon, they must**

be competed in their entirety. They cannot and will not be amended for any reason. The client will be held financially responsible for any sessions missed, not agreed upon prior with the Trainer. UPDATED: (DROP IN'S ONLY) Drop In's are responsible for 100% of their payment regardless of cancellations. The 24 hour notice does not apply!!!

6. **Indemnity.** Client agrees to indemnify and hold harmless Company and its Trainer(s) for any injuries, illnesses, and the like experienced as the result of Client's Training Sessions.

7. **Warranties.** While Company and its Trainer(s) fully believe exercise, specifically exercised personalized to Client, is beneficial to Client's health and wellness, Company and its Trainer(s) cannot guarantee the results of Training Sessions.
   Company and its Trainer's make no representations and/or warranties that Client will lose weight, gain muscle mass, be able to engage in any specific physical and/or athletic activity, or will attain any other particular and/or specific results. Company and its Trainer(s) strongly encourage Client to follow a healthy diet in conjunction with personal training and continued exercise.

8. **Entire Agreement.** This document reflects the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered, or supplemented except in writing signed by both Company and Client.

9. **Dispute Resolution and Legal Fees.** In the event of a dispute arising out of this Contract that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

10. **Legal and Binding Contract.** This Contract is legal and binding between the Parties as stated above. This Contract may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter this Contract.

11. **Severability.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. **Waiver.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

13. **Applicable Law.** This Contract shall be governed and construed in accordance with the laws of the state where the Property is located, without giving effect to any conflicts of the law's provisions.

14. **Availability. Due to extremely high demand, it is imperative to share your availability with the trainer no later than Saturday the previous week by 12pm. Failure to provide the following week's availability for training could lead to no training sessions for that week, and you will be charged for sessions for the week. Once the schedule is complete it will not be changed for any reason.**

15. **Grace Period. There will be a 15-minute grace period. The trainer will wait for the client to arrive at the agreed location. If the client does not arrive within 15 minutes after the scheduled start time, the client will be marked as a no-show, and the session will end. The client will be responsible for the total fee of the session.**

16. **Inconvenience Fee. While each person's time is valuable, and the client has a 24-hour time frame to cancel their session(s), clients who do not cancel their session, and the trainer arrives at the location, waiting on the client, and for any reason they do not show, the client will be charged a $20 inconvenience fee for time wasted, and gas mileage used. The client will also be responsible for paying the full cost of the session, as the $20 will be added to the original price of the session scheduled.**

17. Travel Fee Policy (NEW) For clients outside a 10-mile radius of Woodbridge, VA, an additional travel fee of $.50 per mile will apply for training sessions conducted at the client's preferred location.

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. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT.

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

JustMusclePower Fitness, LLC

Name: _____

Email: _____

Phone: _____

Address: _____

Birthdate: _____

Signature of Client: _____

Date: _____

JUSTMUSCLEPOWER FITNESS Waiver Form

Participant Name: _____

Date of Birth: _____

Contact Phone Number: _____

Emergency Contact and Phone: _____

TERMS OF SERVICE: Because physical exercise can be strenuous and subject to risk of serious injury, we urge you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You agree that by participating in physical exercise or training activities, you do so entirely at your own risk. Any recommendation for changes in diet including the use of food supplements, weight reduction and/or body building enhancement products are entirely your responsibility, and you should consult a physician prior to undergoing any dietary or food supplement changes. You agree that you are voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury, illness, or death. We are also not responsible for any loss of your personal property. You acknowledge that you have carefully read this **"waiver and release"** and fully understand that it is a release of liability. You expressly agree to release and discharge the trainer, instructor or JustMusclePower Fitness, LLC from all claims or causes of action and you agree to voluntarily give up and/or waive any right that you may otherwise have to bring a legal action against the trainer, instructor or Just Muscle Power Fitness, LLC for personal injury and/or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release is also for ordinary negligence from trainer, instructor or JustMusclePower Fitness, LLC. If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from. By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally. **Initials _____**

Assumption of Risk

I understand and am aware that Activities, including the use of equipment, are potentially hazardous activities. I acknowledge the possibility that injuries and physical and mental changes ("Injuries and Changes") arising during and/or resulting from engaging in activities does exist. Injuries and Changes include, but are not limited to, abnormal blood pressure, fainting, disorders in heartbeat, heart attack, and, in some instances, death. I understand Injuries and Changes could result in my becoming partially or totally disabled and incapable of performing any gainful employment or having a normal social life. **Initials _____**

I am voluntarily participating in Activities and using Equipment with knowledge of the dangers involved. I understand and take sole responsibility for any and all Injuries and changes that may occur to myself and/or others, including but not limited to trainer, instructor or JustMusclePower Fitness, LLC related to any and all activities associated with Trainer's instruction, even if not specifically set forth in this document, wh ether or not they fall within the scope of reasonably foreseeable injuries related to such Activities, and whether or not undertaken in Trainer's presence. Although Trainer will take precautions to ensure my safety, I expressly assume and accept sole responsibility for my safety and for all Injuries and changes that may occur. **Initials _____**

Waiver and Release of Liability

In consideration of Trainer's agreement to instruct, assist, and train me, I hereby agree to hold harmless Trainer, its respective representatives, executors, agents, and assigns from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected to my participation in any and all activities, use of equipment, or any and all acts or omissions, including negligence by Trainer and his representatives. This waiver and release of liability includes, but is not limited to, (a) Injuries and Changes to myself and/or others, including but not limited to Trainer, that may occur as a result of (i) Equipment that may malfunction or break; (ii) any and all defects, latent or apparent, in the design or condition of Equipment; (iii) any and all slips, falls, or dropping of Equipment; (iv) any and all improper maintenance of Equipment or facilities; (v) any hazardous condition that may exist on the premises, including, but not limited to, the specific workout area; and (vi) Trainer's negligent instruction or supervision; (b) damage to property, including but not limited to, Equipment and the premises. **Initials _____**

Conclusion

I acknowledge and agree no warranties or representations have been made to me regarding the results I will achieve from this program. I understand results are individual and may vary. **Initials _____**

I acknowledge I have thoroughly read this waiver and release and fully understand it is a waiver and release of liability. By signing this document, I am waiving any right I, or my heirs and/or assigns, may have to bring any and all legal actions or assert any and all claims against Trainer, its respective representatives, executors, and/or assigns. **Initials _____**

I represent and warrant I am signing this agreement freely and willfully and not under fraud or duress. I further represent and warrant no social relationship exists between Trainer and me, or if such a social relationship exists, for purposes of my training sessions, Trainer and I have assumed a strict business relationship, and I understand any social relationship does not render this waiver invalid. These exculpatory clauses are intended to apply to any and all activities occurring during the time for which I have contracted with Trainer. **Initials _____**

Participant Signature: _____

Date:_____