

ROCKET

Personal Training & Group Fitness

Service Agreement

This AGREEMENT for Rocket Personal Training and its services is executed on _____ Date

BETWEEN

1. Hayley Jaeger (**Rocket Personal Training**)
2. _____ (**Client**)

The parties to this Agreement mutually agree as follows:

1. The Personal Trainer is not a medical professional and is without expertise to diagnose medical conditions or impairments. The Client agrees to promptly and fully disclose to the Trainer any injury, condition or impairment which may have a deleterious effect on or be impacted by this training program and the Trainer's decision to discontinue training because of any condition which presents an adverse risk or threat to the health or safety of the Client, the Trainer or others shall be conclusive. The Client agrees to seek advice from other health care professionals more knowledgeable in that specific area.
2. Client certifies that:
 1. a) He/she is physically capable of participating in a strength, flexibility and aerobic training exercise program and using the equipment associated with such training; and
 2. b) He/she is over the age of eighteen (18) (if under the age a eighteen a guardians consent is required); and
 3. c) He/she has either (i) had a physical examination and been given a physician's permission to participate in this or any training program delivered by Rocket Personal Training; or (ii) decided to participate in this training program without the approval of a physician and believes they are fit to do so.
3. This training program will involve physical activity and, as appropriate, use of certain equipment and machinery. Such activities may present a risk of injury. Client voluntarily agrees to participate in these activities and to assume all risk of personal injury and property damage resulting from such activities, use of equipment, machinery or public or private facilities.
4. The Client agrees on behalf of him/herself and his/her personal representatives or heirs to release and discharge the Personal Trainer, her agents, representatives, successors and assigns from any and all claims or causes of actions (known and unknown) arising out of this training program including without limitation injury or loss resulting from Client's use of any equipment or facilities which break or malfunction.
5. No implied warranties or representations are made other than those expressly contained herein and this document contains all of the terms of the Agreement between the parties. The Personal Trainer expressly notes that results will differ for clients based upon various factors including without limitation; body type, nutrition, etc. and no guarantees of results are possible.
6. The Client agrees to pay the appropriate sum for their session prior to commencement or upon completion of session if paying 'as you go'; weekly lump sum payments are permitted.
7. The Client is aware, if in a group format, that session price will vary depending on number of participants attending. Unless another arrangement has been formed between the groups to continually pay equal money whether or not all participants show. Group passes are also available for purchase and payment split amongst participants.
8. All clients have received a copy of the **Rocket Personal Training Pricing Structure** and are aware of the current costs of each session.
9. The Trainer is happy for clients to do "make-up/catch-up" sessions where needed BUT session must be caught up in that current working week and do NOT carry over or accrue in lieu past the current working week.
10. The Client is aware in purchasing a 10 or 20-session pass that it does NOT have an EXPIRY DATE.

11. The Client is aware that cancellation of a session is made less than 12hrs prior to commencement; the session will still be deducted from client's session card/pass or counted as one session as per arranged EZIDEBIT payed sessions.
12. Clients whom pay via EZIDEBIT are aware that fees apply if insufficient funds are available in account. These fees are a penalty from EZIDEBIT, and do NOT profit *Rocket Personal Training*.
13. If a client wishes to CANCEL EZIDEBIT payments, please beware that a 3-day processing period takes place for it to register with EZIDEBIT Services.
14. Clients wishing to HOLD or SUSPEND payments for "X" number of days/weeks must give at least one weeks notice in order for upcoming payments to be avoided.
15. Please ensure when completing an EZIDEBIT form that correct bank details or credit card details are recorded, email, contact number, name, address and signature. Forms are INVALID if all this information is not provided.
16. Clients paying via Bank Transfer are asked to MUST send a copy of transfer receipt to hayley@rocketpt.com.au
17. All invoices emailed out in lieu of payment from clients will have a 7-day payment period. Payments can be made via transfer link attached to invoice, EFTPOS System located at the gym or via cash/cheque.
18. Trainer will provide client the opportunity to sit down and discuss goals, specific training plans and styles they wish to implement, any questions they may have to be answered.
19. A full weigh, measure and fitness assessment can be conducted prior to commencement of training for each individual if they wish to do so. Fitness assessment, weigh and measure can be repeated when client deems they would like to retest or see progression over training period. This is tailored to the individual and their requests.

TERMS AND CONDITIONS

1. On arrival of first training session client will receive a copy of Rocket Personal Training Service Agreement and Terms & Conditions, Medical Questionnaire, Pricing Structure, and Contact Card.
2. Medical Questionnaire must be completed prior to commencement of initial training session. Injuries, illnesses, and limitations MUST be identified.
3. Each session will be confirmed either via text-message, verbal communication or email prior to commencement. With details on session start time, duration, location, and if any specific equipment (i.e. boxing gloves) may be required by client.
4. Client must notify the Personal Trainer of cancellation Twelve (12) hours prior to scheduled appointment.
NOTE: Client will be charged for the session if less than Twelve (12) hours notice of cancellation is given.

NOTE: Extenuating circumstances may apply on a case-by-case basis.

5. If the Client is more the 15 minutes late without communication to the Trainer, the session is considered forfeited and the Personal Trainer may leave the premises where the session was to be held.
6. Please wear appropriate athletic footwear and loose, comfortable clothing to facilitate ease of movement.
7. Proper nutrition and adequate rest are essential to this training program and Client must not be under the influence of drugs or alcohol at any time during the training session.
8. Personal training requires a certain amount of physical contact between Trainer and Client to ensure proper technique. Trainer will always ask for consent from client first prior to moving in to help adjust or correct technique.
9. The failure to strictly enforce any provision of this Agreement shall not constitute a waiver of any right to subsequently enforce this Agreement. All provisions shall be deemed severable and the inability to enforce any provision shall not affect the other provisions. This Agreement shall be construed under Australian law and shall only be modified by writing signed by both parties.

Client Signature: _____ Date: ___/___/___

Trainer Signature: _____ Date: ___/___/___