

Personal Training Contract

This **Personal Training Contract** ("**Contract**") is entered into as of _____ ("**Effective Date**") by and between the following parties:

Trainer

Client

The Trainer provides personal fitness training and related wellness services and the Client wishes to engage the Trainer to provide personal training services under the terms and conditions set forth in this Contract.

The Parties therefore agree as follows.

1. Engagement

The Client engages the Trainer to provide personal training services, and the Trainer agrees to provide such services in accordance with this Contract.

This Contract establishes the rights and responsibilities of both Parties regarding the provision of personal training services.

2. Services

The Trainer shall provide personal training services, which may include:

- Individual fitness instruction;
- Exercise program design;
- Demonstration of proper exercise techniques;
- Cardiovascular, strength, flexibility, and mobility training;
- General fitness guidance and motivation; and
- Progress monitoring and periodic program adjustments.

The specific services to be provided are described below.

Service Description	Details
Training Program	
Session Type	
Session Duration	
Training Frequency	
Training Location	
Contract Start Date	
Contract End Date	

The Trainer will exercise reasonable professional judgment when adapting exercises to the Client's abilities and goals.

3. Client Goals

The Client's fitness objectives include:

The Trainer will make reasonable efforts to assist the Client in pursuing these goals but does not guarantee any particular outcome, including weight loss, muscle gain, athletic performance, or other fitness results.

4. Fees and Payment

The Client shall pay the Trainer the following fees.

Price per Session:

Package Price (if applicable):

Initial Assessment Fee:

Other Fees:

Payment shall be made by _____ according to the following schedule:

Unless otherwise agreed in writing, all fees are payable when due. Any late payment may be subject to a reasonable late fee of _____, where permitted by applicable law.

The Client remains responsible for payment of all completed training sessions and any other charges properly incurred under this Contract.

5. Scheduling

Training sessions shall be scheduled by mutual agreement. The Client agrees to arrive on time and prepared for each scheduled session.

If the Trainer is delayed due to circumstances beyond the Trainer's reasonable control, the session shall be rescheduled or extended where reasonably practicable.

6. Cancellation and Rescheduling

The Client may cancel or reschedule a session by providing at least _____ advance notice. If the Client fails to provide the required notice, the Trainer may charge for the missed session unless otherwise agreed.

If the Trainer must cancel a scheduled session, the Trainer shall make reasonable efforts to reschedule the session at a mutually convenient time or provide an appropriate credit. Neither Party shall be responsible for cancellations caused by events beyond their reasonable control.

7. Trainer Responsibilities

The Trainer shall:

- Conduct sessions in a professional manner;
- Provide instruction designed to promote safe exercise practices;
- Modify exercises where reasonably appropriate;
- Maintain any licenses, certifications, or qualifications represented to the Client during the term of this Contract; and
- Respect the Client's privacy and confidentiality as described in this Contract.

8. Client Responsibilities

The Client agrees to:

- Provide complete and accurate health information relevant to participation;
- Inform the Trainer of any injuries, illnesses, pain, discomfort, medications, or medical conditions that may affect exercise participation;
- Follow instructions provided during training sessions;
- Exercise within personal physical limits;
- Wear appropriate clothing and footwear; and
- Immediately stop exercising and notify the Trainer if experiencing pain, dizziness, shortness of breath beyond normal exertion, or any unusual symptoms.

9. Health Disclosure

The Client represents that all health information provided to the Trainer is accurate and complete to the best of the Client's knowledge.

The Client agrees to notify the Trainer promptly of any material change in health status during the term of this Contract.

Where appropriate, the Trainer may recommend that the Client obtain medical advice or clearance before beginning or continuing an exercise program.

10. Assumption of Risk

The Client understands that physical exercise involves inherent risks, including the possibility of muscle soreness, strains, sprains, falls, abnormal blood pressure responses, cardiovascular events, and other injuries.

The Client voluntarily chooses to participate in the training program with knowledge of these inherent risks.

11. Limitation of Liability

The Trainer will perform the services with reasonable care and professional diligence.

To the maximum extent permitted by applicable law, the Trainer shall not be liable for injuries, losses, or damages arising from the Client's failure to disclose relevant medical information, failure to follow instructions, misuse of equipment outside supervised sessions, or participation in activities contrary to professional advice.

Nothing in this Contract limits liability where such limitation is prohibited by applicable law.

12. Equipment and Facilities

The Parties acknowledge that training may occur at a fitness facility, the Client's premises, the Trainer's premises, outdoors, or through an online platform.

Each Party is responsible for maintaining any equipment under its own control in reasonably safe condition.

The Client assumes responsibility for ensuring that any exercise space under the Client's control is reasonably suitable for training.

13. Confidentiality

Each Party shall keep confidential any non-public personal, financial, business, or health-related information received from the other Party in connection with this Contract.

Confidential information may be disclosed only where required by law, with the other Party's consent, or as reasonably necessary to perform this Contract.

This clause survives the termination of this Contract.

14. Intellectual Property

Any training plans, instructional materials, workout programs, educational resources, videos, or other materials prepared by the Trainer remain the Trainer's intellectual property unless otherwise agreed in writing.

The Client receives a personal, non-transferable right to use such materials solely for personal fitness purposes.

15. Independent Contractor Relationship

The Trainer performs services as an independent contractor.

Nothing in this Contract creates an employment relationship, partnership, joint venture, or agency relationship between the Parties.

16. Term and Termination

This Contract begins on the Effective Date and continues until the end date stated in this Contract unless terminated earlier in accordance with this clause.

Either Party may terminate this Contract without cause by providing _____ written notice to the other Party.

Either Party may terminate this Contract immediately if the other Party materially breaches this Contract and fails to remedy the breach within a reasonable period after receiving written notice describing the breach, where the breach is capable of being remedied.

Upon termination:

- The Client shall pay all outstanding amounts for services already provided.
- Any unused prepaid sessions shall be handled in accordance with the Parties' written agreement regarding refunds or credits.
- The Confidentiality clause, Intellectual Property clause, Limitation of Liability clause, and any provisions intended to survive termination shall remain in effect.

17. Force Majeure

Neither Party shall be responsible for delays or failure to perform obligations caused by events beyond that Party's reasonable control, including natural disasters, government actions, epidemics, utility failures, or similar events.

The affected Party shall notify the other Party as soon as reasonably practicable and resume performance when circumstances permit.

18. Notices

Any notice required under this Contract shall be provided in writing and delivered personally, by recognized courier, by email, or by another agreed communication method to the contact information provided by the Parties.

A notice shall be considered received when delivery can reasonably be confirmed.

19. Entire Agreement

This Contract constitutes the entire agreement between the Parties regarding the subject matter of this Contract and supersedes all prior discussions, representations, or agreements relating to the same subject matter.

20. Amendments

No amendment to this Contract shall be effective unless it is made in writing and signed by both Parties.

21. Severability

If any provision of this Contract is found to be invalid or unenforceable, the remaining provisions shall continue in full force to the extent permitted by applicable law.

22. Governing Law and Dispute Resolution

This Contract shall be governed by the laws of the _____, without regard to its conflict of law principles.

The Parties agree to attempt to resolve any dispute arising from this Contract through good-faith negotiations before commencing legal proceedings. If the dispute cannot be resolved through negotiation, either Party may pursue any remedies available under the applicable laws of the governing jurisdiction.

Signatures

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms of this Personal Training Contract.

Trainer

Name

Date

Signature

Client

Name

Date

Signature



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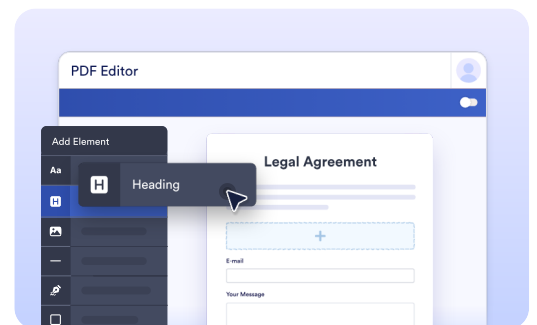
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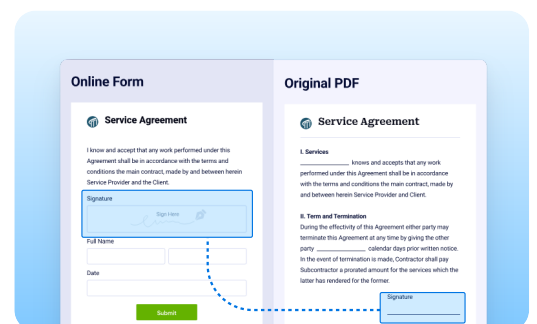
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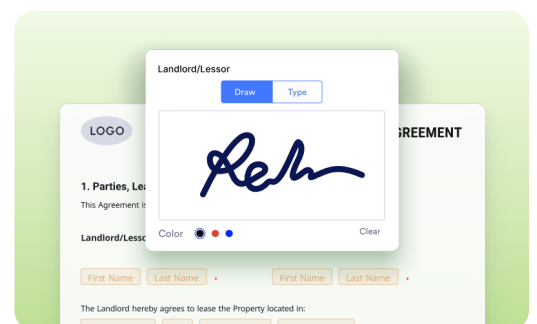
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