



**Nicoletta Michaelides
PERSONAL TRAINING
Service Agreement &
Sign Up Form**

| | | | |
|-----------------------|------------------------------|------------|--|
| Title | MR / MRS / MS / MISS / OTHER | | |
| First Name | | DOB | |
| Last Name | | | |
| Address | | | |
| Postal Address | | M/F | |
| | | | |
| Personal: | Mobile: | | |
| | Email: | | |

Services

| | | | |
|-------------------------------------|--|---|--|
| Move It Hourly 1 x hr PT \$80 | Move It 1x hr PT 1 x 30min FHIT (group) session \$95.00 P/W Inc. GST | Move It Lifestyle Pack 2 x 1hr PT 1x30min FHIT Class \$150 P/W | |
|-------------------------------------|--|---|--|

Payment Account Details

Direct Deposit Option

Commonwealth Bank Of Australia
Account Name: NM Personal Training
BSB: 062-692
Account: 2786 9378

Please use your First Initial followed by your surname as your reference on your direct deposit.
This will help to process your order.



Nicoletta Michaelides PERSONAL TRAINING Service Agreement & Sign Up Form

The information provided on this form will be used by, NM Personal Training for payment processing purposes only.

Customer Full Name: _____

Signature: _____

AGREEMENT

This agreement for Personal Training Services is executed on _____ (Date)

BETWEEN

_____ (Personal Trainer)

_____ (Client)

The parties to this Agreement mutually agree as follows:

- Personal Trainer, Nicoletta Michaelides is not a medical professional and is without expertise to diagnose medical conditions or impairments. Client agrees to promptly and fully disclose to 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.

- Client certifies that:

- 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

- b) He/she is over the age of eighteen (18) (if under the age a eighteen a guardians consent is required); and

- c) He/she has either (i) had a physical examination and been given a physician's permission to participate in this training program; or (ii) decided to participate in this training program without the approval of a physician.

- This training program will involve physical activity and, as appropriate, use of certain equipment and machinery. Such activities may present a risk of injury or even death. Client voluntarily agrees to participate in these activities and to assume all risk of personal injury, death and property damage resulting from such activities, use of equipment, machinery or public or private facilities.

- Client agrees on behalf of him/herself and his/her personal representatives or heirs to release and discharge Personal Trainer, his 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 that break or malfunction.

- **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. NO GUARANTEES OF RESULTS ARE POSSIBLE.**

- Client may not assign this personal service contract. Personal Trainer may only assign this Agreement to a related entity.

- Client may cancel this agreement only by written notice to Personal Trainer within seven (7) calendar days from the date this Agreement is executed. Trainer retains the right to terminate this Agreement for any reason including without limitation to Client's failure to follow direction or conduct contrary to the interests of this Agreement. In the event of termination as set forth herein, the Personal Trainer shall refund to Client the sum associated with any unused sessions (calculated at \$_____/session). This Agreement may be executed in duplicate and a copy shall be considered as effective as an original.



TERMS AND CONDITIONS

- Sessions shall consist of a scheduled appointment based on 60 minutes in the privacy of the fitness centre, or at a mutually agreed upon location. Client is reminded that distractions such as children, telephones, etc., may affect consistent efforts and results. To get the most out of each session, please be ready to exercise at the appointed time.
- Client must notify the Personal Trainer of cancellation twenty-four (24) hours prior to scheduled appointment. NOTE: Client will be charged for the session if less than twenty-four (24) hours' notice of cancellation is given.
- If the Client is more the 30 minutes late, the session is considered forfeited and the Personal Trainer may leave the premises where the session was to be held.
- The Personal Trainer is not responsible for the safety of facilities or equipment whether provided by Client, Trainer, or others.
- Please wear appropriate athletic footwear and loose, comfortable clothing to facilitate ease of movement.
- 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.
- Personal training requires a certain amount of physical contact between Trainer and Client to ensure proper technique.
- Personal Trainer's determination of methods is conclusive.
- 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: __/__/__