

Personal Training Membership Agreement

Parties: This agreement is entered into between Pike Fitness, and _____ NAME _____, on _____ DATE _____. By purchasing a personal training membership, you agree to the following terms and conditions herein. *You may enter this agreement on behalf of another party who uses training services, but in that case, you shall be the primary account holder and shall be responsible for the 3rd party, and all terms below shall be applicable to both you and that 3rd party.*

Scope of Work: Personal training is a service that consists of 1-on-1 sessions with a trainer, which may be conducted in person or online via a video meeting platform. During personal training sessions, your trainer may perform health and fitness assessments, offer guidance on lifestyle, nutrition, and behavior modification, lead you through workouts, and review workouts to be completed independently. The specific services provided may include a combination of the above and will be determined by your trainer to best meet your training needs. These services may include corrective or preventive exercises, aerobic workouts, strength training, flexibility training, and self-myofascial rolling.

- **Limitations:** Personal training is limited in scope. Unless your trainer holds relevant licenses, they are prohibited from diagnosing or treating injuries or medical conditions, providing detailed nutritional plans, performing soft tissue therapy such as massage or acupressure/acupuncture, conducting manual chiropractic adjustments, prescribing or recommending medications (even over the counter), and suggesting nutritional supplements. Personal training is not a substitute for medical care, and discussions on these topics should not be considered medical advice, prescription, or recommendation. Always consult your physician before beginning an exercise program or making lifestyle changes that may affect your health.
- **Additional Services:** Some services offered by Pike Fitness, such as group exercise and educational seminars, may have separate pricing and are not included in your purchase unless specified. The exact services offered in your contract will be outlined on the final page of the agreement under "Service Agreement."

Health Status: By engaging in training at Pike Fitness, you confirm that you are in good health or have obtained medical clearance from a licensed physician. Whether or not you have consulted your physician or obtained appropriate medical approval, you accept the inherent risks associated with fitness training. In the event of any changes in your health status, kindly notify Pike Fitness. We may require medical clearance if you are at an elevated risk of injury from musculoskeletal, metabolic, or cardiovascular disease.

Term: This agreement is for 3 months of personal training on a predetermined weekly frequency (frequency and session duration outlined in "Contract Description" on the final page of this agreement). Purchase guarantees a recurring spot in the trainer's schedule and includes a personalized workout program and unlimited "Open Gym" access at Pike Fitness for the duration of the contract term.

Personalized Workout Programs: This agreement includes personalized workout programming for the duration of the contract term. Programs may be delivered on paper, or electronically via text, email or workout application. You agree to complete all prescribed workouts to the best of your ability and make efforts to communicate with your trainer or Pike Fitness if you require updates or modifications to the programming. Please understand that programming takes time, and any requests may take up to a week to complete, but we will try to address your needs as soon as possible. Failure to complete prescribed workouts may result in a delay of program updates and/or no workouts being current in your workout calendar.

Billing: Upon signing, your first monthly payment will be charged to your card on file. Subsequent monthly payments will be automatically charged to your card on file or bank account via ACH transaction on a monthly basis, beginning one month after the date of the initial payment. Current account balances and receipts for any purchases made may be provided upon request or found in your MINDBODY account at pikefitness.com/account.

- **Failed Auto Payments:** Our system will automatically notify both parties of declined autopayment transactions and attempt to collect the payment again 24 hours later. If after 24 hours, your card is still declined, you will be charged a \$20 fee and your full payment will be converted into a negative account balance. We may attempt to collect payment at any time for up to 7 days after the due date. If after 7 days your account balance is not paid in full, your account and/or contract may be terminated. All sessions will be cancelled, gym access revoked, and you will be charged a \$180 Contract Break Fee.

Pre-Existing Account Balances: If you have any unused sessions purchased prior to the signing of this contract, you may opt to apply the value of the unused sessions towards your new contract or may keep the sessions for later use (subject to original expiration).

Schedule: Appointment days and times will be scheduled at the beginning of the contract, and both parties are responsible for fulfilling their scheduled obligation. *Schedule changes are outlined below.*

Appointment Length: The appointment will begin and end promptly at the scheduled time. If you arrive late to a session, you are only guaranteed the remaining time left in the scheduled session. If you are 15 minutes late or more without notice, the appointment will be marked as a no-show and will be forfeit.

Trainer Tardiness: At Pike Fitness, we value your time and understand the importance of adhering to schedules, which is a fundamental part of the service in which you are investing. We are dedicated to ensuring that your trainer is well-prepared and punctual for your sessions. In the event your trainer is not present at the scheduled start time, we encourage you to initiate your workout. If you are uncertain about what exercises to perform, feel free to continue with additional cardio. In cases where your trainer consistently arrives more than 5 minutes late, we are committed to addressing the situation and making it right. If your trainer is frequently tardy for appointments or if you believe there are any issues affecting the smooth scheduling of your sessions, please don't hesitate to reach out to us at info@pikefitness.com. Your satisfaction is our priority.

Appointment Rescheduling: If you cannot make it to a scheduled appointment, it may be possible to reschedule. Rescheduling is dependent on the availability of the training staff and is not guaranteed. If an appointment is rescheduled, a \$10 rescheduling fee will be charged immediately to your card on file for each instance. Requests for rescheduling must be made at least 60 minutes before the start time of your original appointment. Rescheduled appointments must take place within a 7-day period before or after the original session. No rescheduling is available for no-shows or late cancels. If we are unable to reschedule a session, the session will be forfeited, your schedule will resume as normal, and no additional fees will apply. If we request the rescheduling of an appointment, it will not affect your account, and it is your choice whether to agree to a schedule change or not.

- In order to reschedule, you must contact Pike Fitness, *not your trainer*.
- Call, text or email: (707) 413-7453 | booking@pikefitness.com
- Requests must include your name, your trainer's name, and the original appointment date and time. Please include your preferred reschedule time(s) and date(s).
- If you call and don't reach us, please leave a voicemail.

Long-Term Absence: If you cannot attend in-person training for any reason, your scheduled appointments will still be available, but must be completed virtually or rescheduled in accordance with our rescheduling policy. If your contract is active, you will still have access to your workout program and guidance from your trainer. If it makes more sense for you to terminate your contract, the early termination policy will apply as outlined below.

See Termination

Permanent Schedule Changes: Permanent schedule changes may be made free of charge if both parties are available, so long as the new schedule matches the weekly frequency and session duration initially agreed upon at the signing of your contract. By permanently changing your schedule, you are forfeiting your original appointment time(s).

Missed Appointments: You will be billed as originally agreed upon regardless of whether you attend your scheduled appointments. Missed sessions will not roll over and cannot be saved for later use unless rescheduled as outlined above.

Trainer Levels: Pike Fitness offers a range of trainer levels that align with the training staff's qualifications, experience, and education. Your training fees are based on your trainer's level at the contract signing. If your trainer advances to a higher level during your three-month term, your current contract will remain unchanged, but will not be automatically renewed. If you wish to continue with your current trainer after they advance a level, your rate will be adjusted to reflect their new level when signing a new contract.

Substitute Trainers: If your regular trainer is unavailable, a substitute trainer of any trainer level may facilitate training sessions without notice. Substitute trainers may also be assigned for rescheduled appointments. The trainer level of your substitute trainer will not affect your account or billing.

Trainer Breaks: During your three-month term, your trainer is allotted a limited number of days off. These "Trainer Breaks" have been factored into the cost of training and will not affect your monthly payments. The number of Trainer Breaks is equal to your weekly personal training frequency. Example: If you are signed up for three weekly training sessions, your trainer will be allotted three Trainer Breaks over the course of the 3-month contract. Trainer Breaks will not roll over and will expire at the end of the contract term. You may see the remaining trainer breaks in your MINDBODY account, along with their expiration.

- If your trainer needs to schedule time off, they will notify you at their earliest convenience, and a trainer break will be exchanged for the session if available.
- If a Trainer Break is scheduled, the original session cannot be rescheduled. No trainer will be present during Trainer Breaks, but you are welcomed and encouraged to use the facility unsupervised.
- If after all trainer breaks have been used and your trainer misses further sessions, we will try to make up the session with you at a later date or credit your account proportional to the value of sessions canceled by your trainer. The calculation for account credit is listed here:
 - $Account\ Credit = (Monthly\ Payment / PT\ Frequency) * Number\ of\ Missed\ Sessions$

Guest Visits: You are entitled to bring one guest to training, but that guest must sign all necessary paperwork and purchase a day pass or possess a gym membership with Pike Fitness. If you plan to bring a guest, you must provide your trainer notice at least 24 hours ahead of your scheduled session.

Communication: We attempt to give our clients 100% of our attention during appointments, so we do not take phone calls, emails, or text messages during appointments. Please expect up to a 24-hour communication delay in responding to your messages.

24-Hour Open Gym Access: Your membership comes with 24-hour facility access by appointment. Personal training appointments are managed by your trainer, but you are responsible for managing all other appointments via the MINDBODY app. Open gym visits must be reserved and cancelled if unable to attend. We may occasionally restrict access and modify available times for maintenance, special events, classes, etc. Staff may not always be present, so expect any visit outside of personal training to be unsupervised.

Emergencies: In the event of an emergency, any staff present will call 911 and may render aid such as first aid, CPR, or AED. When no staff is present, the Facikey app has an emergency button to assist you in contacting emergency services. You must keep your phone nearby with the Facikey app open in case of emergency. Use the Emergency button in the center of the app to contact emergency services. If you're having difficulty accessing the facility for any reason, please reach out to us via text message at any time, 24/7 by messaging (707) 413-7453.

Gym Rules: You agree to follow all posted rules. Breaking rules may result in immediate removal from the studio and/or revocation of membership with or without written notice, subject to early termination fees if applicable.

Gym Equipment Usage: You agree to use gym equipment only as it is designed to be used for the purpose of fitness training and will only perform exercises that you know how to execute properly. If you are unsure how to execute a movement or exercise, you must seek professional guidance by Pike Fitness trainers prior to engaging in that activity. If you are seen using equipment improperly or attempting a movement with poor technique, we may require you to cease said movement immediately.

Automatic Renewal: Unless no changes have been made to your trainer's availability, level, or our pricing, your contract will be automatically renewed at the end of the three-month period, and no changes will be made to your training or billing schedule. If you do not wish to renew your contract, please follow the steps below under the "Termination" clause.

Termination: Pike Fitness may terminate or revoke this agreement at any time for any reason with or without notice. You may terminate this agreement at any time by providing notice in the form of a written letter to Pike Fitness, 8320 Bennington Ct. Vallejo, CA 94591, or by email to info@pikefitness.com.

- **End of Term:** If you would like to stop training at the end of your term, you must provide written notice at least 14 days prior to the end of your term. Failure to notify us in a timely manner will result in renewal of the contract or an early termination fee.
- **Early Termination:** If you wish to terminate this agreement prior to the end of the 3-month term, you will be charged a \$180 Contract Break Fee immediately to your card on file. Any remaining scheduled sessions will be canceled, and your gym membership will be terminated. Any services or account balance not associated with this contract will not be affected. No refunds will be granted unless the contract is canceled within 5 days of signing this Agreement. Terminations after the fifth day will be subject to the Contract Break Fee.
- **Excessive No-Shows:** If you no-show three times within the contract period, we will terminate this contract and you will be charged a \$180 early termination fee, any remaining scheduled sessions will be canceled, and your gym membership will be terminated.

Price Changes: If our prices are updated during the 3-month term or your trainer advances to a new level, your account balance and billing will not be affected. Your consent will be required prior to renewal.

Trainer Termination: If your trainer cannot fulfill their obligation and must stop training for any reason, the following actions will be taken in order.

- We may suspend the contract and billing for the duration of the trainer's absence, to be resumed as soon as they are available.
- If your trainer is permanently unavailable, we will attempt to arrange an alternate trainer.
- If, after one month, we are unable to arrange an alternate trainer, we will issue a refund for any pre-paid sessions that could not be used, terminate your contract with no charge, and cancel any future sessions. Depending on the account balance remaining, we may issue refunds in installments via check to your address on file until the account balance is 0.

Force Majeure: We reserve the right to cancel sessions or close the facility with or without notice for any reason, including inclement weather, inability to travel to a session, danger due to air quality, fire, war, famine, government intervention, or any other factor out of our control.

Payment Information Storage: You grant permission for Pike Fitness to store credit card and billing information in a third-party PCI DSS compliant merchant processing company of our choice and charge your account for any services or fees associated to your account.

Service Agreement

You are entering into an agreement with Pike Fitness for three (3) months of personal training services scheduled on a frequency of _____ times per week, at _____ minutes per session. Monthly payments of _____ will be due on each _____ of the month. Your trainer will be granted _____ trainer breaks that may be used any time but will expire at the end of the current contract period. This contract will automatically renew every 3 months until canceled.

By signing, you agree to all terms and conditions outlined in the Personal Training Membership Agreement and Service Agreement.

Print Name: _____ Signature: _____ Date: _____

Trainers Name: _____ Trainers Signature: _____ Date: _____