

## Personal Training Package Agreement

**Parties:** This agreement is entered into between Pike Fitness, and \_\_\_\_\_ NAME \_\_\_\_\_, on \_\_\_\_\_ DATE \_\_\_\_\_. By purchasing a personal training package, you agree to the following terms and conditions herein. *You may enter this agreement on behalf of another party who utilizes 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 open gym access, 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 ten (10) individual sessions of personal training. Pre-paid sessions will remain active until used, or will expire 90 days after purchase. Purchase does not guarantee a recurring spot in the trainer's schedule, and appointments must be made session to session.

**Billing and Automatic Renewal:** Upon signing, your first package of ten (10) sessions will be charged to your card on file. Unless no changes have been made to your trainer's availability, level, or our pricing, this 10-pack will automatically renew on the last session of the package, or on the expiration date, whichever comes first. Billing will be charged to your card on file or bank account via ACH transaction. Current account balances and receipts for any purchases made may be provided upon request or found in your MINDBODY account at [pikefitness.com/account](http://pikefitness.com/account). If you do not wish to renew your contract, please follow the steps below under the "Termination" clause.

**Scheduling and Rescheduling:** Appointment days and times must be scheduled session to session either with your trainer, or online via MINDBODY. Sessions must be scheduled at least 24 hours prior to appointment start time. Appointment times are subject to your trainer's availability, which may vary weekly. Should you need to reschedule an appointment, you must do so at least 24 hours prior to the scheduled start time. In the event your trainer must reschedule, they may do so at any time up until the appointment begins, but notice will be provided as soon as possible, and your session will remain active and available for later use.

**Cancellation Policy:** In the event of a session cancellation, please notify your trainer or utilize the scheduling tool on MINDBODY online at least 24 hours prior to the appointment start time. Once within 24 hours of a scheduled appointment, our software will restrict any modifications to the appointment. Should a cancellation become necessary within this timeframe, direct communication with us is required to prevent classification as a "no show". Cancellations within 24 hours of any appointment will be considered a late cancel, rendering that session unavailable for use. If your trainer initiates a cancellation at any time, including within 24 hours of session start time, your session will remain active, and may be used at a later time.

**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 you are investing in. 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](mailto:info@pikefitness.com). Your satisfaction is our priority.

**Trainer Levels:** Pike Fitness offers a range of trainer levels that align with the training staff's qualifications, experience, and education. The cost of a training package is based on your trainer's level at the time of contract signing. If your trainer advances to a higher level while your package is active, your current contract will remain unchanged, but will not automatically renew. 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.

**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.

**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.

**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](mailto:info@pikefitness.com). It is your responsibility to cancel this contract prior to renewal if you choose not to continue training.

- **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.
- **Excessive No-Shows:** If you no-show three times within the contract period, we will terminate this contract and cancel any remaining scheduled sessions.

**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.

**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 ten (10) personal training sessions, with a duration of \_\_\_\_\_ minutes per session. Appointments are scheduled on a session-to-session frequency. A strict 24-hour cancellation policy will be enforced. This contract does not include any additional services. Upon completion of your sessions, or after 90 days, whichever comes first, this contract will automatically renew until terminated.

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

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Trainers Name: \_\_\_\_\_ Trainers Signature: \_\_\_\_\_ Date: \_\_\_\_\_