



Personal Training Agreement & Waiver

Effective Date ____/____/____

The Trainer: Dave Kenny, On Call PT

And

The Client: _____

Agree, on this date, to the following terms and conditions outlined below. Both parties also agree to the ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY outlined below.

To conduct my business effectively and efficiently the following TERMS AND CONDITIONS apply:

- All payments are non-refundable and non-transferable.
- If a training session is not cancelled with 12 hours advance notice The Client will be charged for that training session. 12 hours' notice is required to give the trainer sufficient time to fill the slot with another client. However, emergencies or sudden illness will be exempt.
- Please maintain communication with The Trainer. A lapse of more than seven days may result in a lost time slot.
- Rescheduling a session time slot will be accommodated on a first come first serve basis. It is most important for a client to have a consistent schedule.
- If you need to reschedule occasionally that is okay. However, if it is on a consistent basis it may result in the loss of your time slot.
- If a client is more than twenty minutes late for a training session and has not notified The Trainer. The Client will be considered a no show and The Client will be charged for the session without participating. If this happens consistently loss of a time slot and / or training may occur.
- If a client is late for a time slot this may result in having less time with the trainer – however, the client will still be charged for the full slot.
- Time slots cannot be guaranteed after lengthy vacations or time away without prior communication.
- All package payments are due upon sign up. Pay as you go session payment dates will be agreed with The Trainer during sign up. The Client may not participate in training sessions with an overdue account.



ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

DECLARATIONS: This Agreement is entered into between personal trainer Dave Kenny, On Call PT ("Trainer") and the undersigned ("Client"). The provision of personal training services by Trainer to Client, and Client's use of any premises, facilities or equipment are contingent upon this Agreement.

You should note that physical exercise can be strenuous and subject to risk of serious injury. Before commencing any physical training programme you are strongly advised to obtain a physical examination from a doctor. You agree that if you engage in any physical exercise or activity, you do so entirely at your own risk. You should consult a doctor prior to undergoing any dietary or food supplement changes. It is your responsibility to disclose to your Personal Trainer as defined below any illness or condition you suffer from and any medication you are taking. You must update any such disclosure if your circumstances change at any time.

You agree that you are voluntarily participating in these activities and assume all risks of injury, illness or death.

This waiver and release of liability includes, without limitation, all injuries which may occur as a result of: (a) your participation in any activity or personal training session and (b) instruction, training, supervision, or dietary recommendations by Dave Kenny, On Call PT ("Personal Trainer") as your personal trainer.

You acknowledge that you have carefully read this "waiver and release" and fully understand that it is a release of liability. You expressly agree to release and discharge your Personal Trainer as far as possible under applicable law from any and all claims or causes of action and you agree as far as possible under applicable law to voluntarily give up or waive any right that you may otherwise have to bring a legal action against your Personal Trainer for personal injury or property damage.

To the extent that statute or case law does not prohibit release for negligence, this release is also for negligence on the part of the Personal Trainer.

If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.



By engaging the Personal Trainer, you acknowledge that you understand its content and that this release can only be amended with the prior written agreement of the Personal Trainer and you.

This waiver and release shall be governed by the laws of Ireland and any dispute hereunder subject to the exclusive jurisdiction of the courts of Ireland.

*Name: _____

* _____ Date _____

Signature of the Client

* _____ Date _____

Signature of the Trainer