

D-Mensions Fitness Training and Services Agreement

This Agreement is made and entered into this _____ day of _____, 200____, by and between _____ (“Client”) and _____ (“Company”).

In consideration of the mutual promises exchanged herein and other good and valuable consideration, the parties agree as follows:

1. Client and Company have agreed that Company will conduct ____ workout sessions. Each session will begin at a mutually convenient, agreed-upon time and shall be subject to the policies (“Company Policies”) attached, which Client will also be required to read and sign in conjunction with the execution of this Agreement.
2. Client will pay Company, in advance, the sum of \$_____ for these workout sessions. Client acknowledges and agrees to Company’s cancellation policy as provided in the attached Company Policies, and that no credit or refund of this sum or any portion thereof shall be due for sessions cancelled by Client, except as provided in said Company Policies.
3. At the time of, or prior to, execution of this Agreement, Client has executed and delivered to Company a Waiver and Assumption of Risk Agreement and a Waiver and Assumption of Risk Agreement for Home Workouts (if applicable) (these agreements herein collectively referred to as the “Waiver Agreements”), in which Client assumes all risks of participating in a fitness program and agrees that Company and its agents, employees, or contractors, if any, shall have no liability for any injury, illness, or similar difficulty that Client may suffer arising out of or connected with Client’s participation in Company’s program. Client hereby acknowledges and agrees that Company, in its sole discretion, may require Client to obtain the consent of his/her physician or primary healthcare provider prior to providing Client with any fitness or exercise programs, training, or instruction. Company also reserves the right to require Client to obtain such consent at any future point in the relationship should Company deem it necessary due to any change in Client’s medical condition.
4. Client and Company may agree to conduct additional sessions at mutually convenient times and locations, to be billed to Client at Company’s then current service rates. In such event the provisions of this Agreement, including the Company Policies attached, shall be deemed to apply.
5. Client acknowledges and agrees that Company has the right to terminate this relationship at anytime and for any reason, with no obligation due to Client beyond a refund of payments made for any unused sessions.

by: _____
Company Please Print Name

by: _____
Client Please Print Name