

## Sarah Wakeling – Personal Training Terms and Conditions

### Clients Declaration

1. I understand that Sarah operates under Bayside Personal Training and is a self-employed personal trainer and any agreed training programme / package is directly between me and her.
2. I understand that I must contact Sarah directly to cancel or change booked sessions, and that if I need to cancel a training session I must provide 24 hours notice prior to the session time.\* **Cancellations made with less than 24 hours notice will incur the full charge.**
3. I certify that my answers to the questions outlined on the Pre-Activity questionnaire form are true and complete to the best of my knowledge. **I understand and agree that it is my responsibility to inform my trainer of any conditions or changes in my health, now and ongoing, which might affect my ability to exercise safely and with minimal risk of injury.**
4. **If I become COVID positive I will isolate according, or follow the most up to date directive at the time.** If a person I live with is COVID positive, I will follow the most up to date guidelines with respect to attending training, wearing masks and social distancing. I will notify Sarah as required.
5. I understand that I need to arrive on time and that my trainer may not be able to provide the full session time (as agreed prior) if I am late to a session. However, if my trainer is late for a session, I will receive the full session time or have the outstanding time added to another session.
6. I understand the results of any training programme or sessions cannot be guaranteed, and that individual results may vary. I acknowledge my progress depends on my effort and cooperation in and outside the sessions.
7. I understand single or adhoc sessions with a trainer limits my ability to replicate exercises with correct technique.
8. I understand that there are inherent risks in participating in a programme of strenuous exercise. If I sustain or claim to sustain any injury while participating in the fitness program I acknowledge the trainer is not responsible, except where the injury was caused by gross negligence or an intentional act of my trainer. If I am replicating exercises without my trainer present I take full responsibility.
9. \* Pre-paid group training sessions. I understand that pre-paid group package sessions are based on attending all sessions. If I am unable to attend any of the sessions the rest of my group attend, I will either forfeit the session or may arrange to do a “make up” session subject to availability. Group session packages have a completion date. Outstanding sessions will not be carried over the completion date unless a prior agreement has been made with the trainer.
10. I understand I am responsible for any items I bring into the studio.

I agree to the above Terms and Conditions for the duration of my personal training with Sarah Wakeling.

Client Name:..... Trainer : Sarah Wakeling.

Signature:..... Signature:.....

Date: .....

**Image Waver:** I hereby authorise Sarah Wakeling, operating under Bayside Personal Training, to utilise, edit & publish photographs or video footage taken of me for use online, printed material and video-based marketing materials, as well as other company publications including Facebook & Instagram. I hereby release Sarah Wakeling & Bayside Personal Training from any reasonable expectation of privacy or confidentially associated with the images specified above. I acknowledge that my publication is voluntary & that I will not receive financial compensation of any type.

Clients Signature: .....

## **Sarah Wakeling – Personal Training Terms and Conditions**

### **ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY**

**AGREEMENT DECLARATIONS:** This Agreement is entered into between personal trainer Sarah Wakeling (“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.

**ASSUMPTION OF RISK:** You agree that if you engage in any physical exercise or activity, including personal training, or enter our premises or use any facility or equipment on our premises for any purpose, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided to you by Trainer or otherwise, including injuries or damages arising out of the negligence of Trainer, whether active or passive, or any of Trainer’s affiliates, employees, agents, representatives, successors, and assigns. Your assumption of risk includes, but is not limited to, your use of any exercise equipment (mechanical or otherwise), or other areas, toilets, sidewalks, parking lots, stairs, or other general areas of any facilities, or any equipment.

You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to weightlifting, walking, jogging, running, aerobic activities, own bodyweight exercises.

You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Trainer or otherwise.

**RELEASE:** You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Trainer (and Trainer’s affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of Trainer, whether active or passive, or any of Trainer’s affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, and/or (d) slipping or tripping and falling while on any portion of a premises or while traveling to or from personal training, including injuries resulting from Trainer’s or anyone else’s negligent inspection or maintenance of the facility or premises.

**INDEMNIFICATION:** By execution of this agreement, you hereby agree to indemnify and hold harmless Trainer from any loss, liability, damage, or cost Trainer may incur due to the provision of personal training by Trainer to you.

**ACKNOWLEDGMENTS:** You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive. You acknowledge that Trainer offers a service to his/her clients encompassing the entire recreational and/or fitness spectrum. This release is not intended as an attempted release of claims of gross negligence or intentional acts. You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against trainer for trainer’s negligence, or for any defective product used while receiving personal training from trainer. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Date: \_\_\_\_\_ Print Name: \_\_\_\_\_ Sign Name: \_\_\_\_\_