



Healthy Concepts Nutrition & Personal Training Contract

I _____(full name) hereby agree to accept and be legally bound by this Nutrition & Personal Training Contract. By checking this document, I attest, contract, acknowledge, and agree that I am legally bound by its content.

ELIGIBILITY

- Clients must be currently authorized by their Physician in order to participate in this or in any other Fitness Program or Regimen with Healthy Concepts.
- Clients will be required to complete the proper documentation prior to participation within the personal training or nutrition program.
- Healthy Concepts reserves the right to deny services to participants who may not be able to exercise safely within the program parameters.
- If it is determined that the client has one or more risk factors, based on the criteria set forth by the American College of Sports Medicine and/or the Aerobics & Fitness Association of America, that could be a potential risk during exercise, he/she will be referred to their Physician for an in depth fitness assessment before receiving any personal training or any other type of classes from Healthy Concepts.

CONDUCT OF TRAINING/NUTRITION SESSIONS

- Client must wear proper attire when training (i.e. shorts, sweat pants, t-shirt, tennis/running shoes, etc.) Absolutely no jeans, jean shorts, sandals, open toe shoes of any kind.
- All sessions will be conducted at a location as agreed upon by Healthy Concepts.
- Nutrition & Training sessions or group classes will be a maximum of 60 minutes in length. Nutrition follow up sessions will be a maximum of 45 minutes.

RELEASE OF LIABILITY

I have enrolled in a program of strenuous physical activity including, but not limited to walking, running, weight lifting, body sculpting and the use of various conditioning and exercise equipment and facilities designed, offered, recommended, and/or supervised by Healthy Concepts. I hereby affirm that I am in good physical condition and do not suffer from any disability that would prevent or limit my participation in this program.

In consideration of my participation in the program, I for myself, my employees, heirs, assigns, agents, officers, directors, shareholders and co-workers hereby release Healthy Concepts, its employees, spouse, relatives, heirs, assigns, agents, officers, directors, and shareholders, from any and all claims, demands or causes of action arising from my participation in the program or from any use of the conditioning and exercise equipment and facilities.

I fully understand that I may suffer injury as a result of my participation in the program and I hereby release Healthy Concepts from any and all liability now or in the future, including but not limited to medical expenses, lost wages, pain and suffering, that may occur by reason of heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee/lower back/foot injuries, and any other illness, soreness, or injury, however caused, whether occurring during or after my participation in the program or use of the conditioning and exercise equipment and facilities, regardless of fault. By checking this document, I attest, contract, acknowledge, and agree that I am legally bound by its content.

PRICING AND PAYMENT

I acknowledge and agree that this Personal Training & Nutrition Contract is not transferable or assignable. I acknowledge that payment is required for individual or blocks of sessions in advance of actual training/nutrition sessions. I agree to pay in advance for training & nutrition sessions. I understand this money is not refundable. I understand this contract and terms it presents is for the purchase of sessions and any other purchase of services in the future. I acknowledge that this specific contract, release of liability, consent, and agreement is continuously valid indefinitely. No refund will be granted for sessions that have not been completed.

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I fully understand that cash or check must pay the cost of an individual or multiple person packages. All training/nutrition sessions must be paid in full directly to Healthy Concepts prior to my participation in this program.

Cancellations & Lateness

I acknowledge that appointment times are reserved and that cancellations must be made a minimum of 24-hrs in advance prior to the start of the scheduled training session time by calling 239-297-8844. I understand that I will not receive a refund for missed appointments. It is my responsibility to attend my personal training/nutrition appointments when they are scheduled. Every effort will be made to reschedule a training/nutrition session according to the mutual availability of the client and trainer.

If a cancellation is not made by a minimum of 24-hrs prior to the scheduled session, the client understands that he/she will be charged for the session. Likewise, a 'no show' counts as a session serviced and the client will be charged.

I understand that appointments will begin and end promptly as scheduled. I acknowledge that any delays to the start of a scheduled appointment will not be a cause of extend provided service beyond the remainder of the scheduled time. I will not expect or ask my trainer/dietitian to run overtime. I understand that if I am 15-mins late, my session will be canceled, and I will be charged for that session. I understand that sessions will run approximately one hour unless otherwise stated. I acknowledge that a delay to a scheduled session cannot change the session status to anything else except a whole session. I understand that there are no half sessions because of any delay.

By checking this document, I attest, contract, acknowledge, and agree that I am legally bound by its content.

I _____ (full name), have enrolled to participate in a nutrition / personal training program provided by Healthy Concepts.

Participant Signature

Date

Healthy Concepts Authorized Signature

Date