



Progressive Fitness, LLP

Agreement and Release of Liability

1. In consideration of being allowed to participate in the activities and programs of Progressive Fitness, LLP personal training and to use its facilities, equipment and machinery in addition to the payment of any fee or charge, I do hereby waive, release and forever discharge Progressive Fitness, LLP and its directors, officers, agents, employees, representatives, successors and assigns, administrators, executors, and all others from any and all responsibilities or liability from injuries or damages resulting from my participation in any activities or my use of equipment or machinery in the above mentioned activities. I do also hereby release all of those mentioned and any others action upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission or any way arising out of or connected with my participation in any activities of Progressive Fitness, LLP or the use of any equipment at Progressive Fitness, LLP.
2. I understand and am aware that strength, flexibility and aerobic exercises, including the use of equipment are a potential hazardous activity. I also understand that fitness activities involve the risk of injury and even death, and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.
3. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation or use of equipment or machinery except as hereinafter stated. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise and the use of exercise and training equipment so that I might have his/her recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in activity and use of equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities.
4. I understand that the fitness assessments, exercise prescriptions, and lifestyle recommendations are NOT treatment, diagnosis, or cures for diseases, ailments, or chronic medical conditions. They serve only as an awareness and possible preventative measure in the management of such conditions.

DATE

PRINTED NAME

SIGNATURE

Client must sign for each session at the time of service, including sessions canceled without 24-hour notification.

The Fitness Service Agreement terminates six months from the date of purchase and all sessions must be completed on or before the agreement expiration date.

Training sessions and trainers are not available at all times. Standard sessions are up to a maximum of 50 minutes in duration.

Clients purchase a program, not the services of an individual trainer. The assigned trainer may not be available to conduct any one or all sessions in which case another trainer will be assigned. Client is not entitled to a refund if the originally assigned trainer is not available.

All fees for the Fitness Service Agreement are immediately earned by Progressive Fitness, LLP. All fitness service fees are non-refundable, unless specifically stated otherwise. If a client is entitled to a refund, that refund will be limited to unused sessions. In no event is a client entitled to a refund for used sessions.

A 24-hour notice is required to cancel a session; otherwise the client will be charged for the session. You shall be considered a "no-show" and charged a session if you are more than 15 minutes late for your scheduled appointment.