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# Fitness terms and conditions template

Simply-Docs uses cookies to ensure that you get the best experience on our website. Learn more Simply-Docs uses cookies to ensure that you get the best experience on our website. Learn more This Personal Training Contract (the "Contract") is entered into \_\_\_\_\_ (the "Effective Date"), by and between \_\_\_\_\_, with an address of \_\_\_\_\_ (the "Company") and \_\_\_\_\_, with an address of \_\_\_\_\_ (the "Client"), also individually referred to as the "Party", and collectively the "Parties." Terms and Conditions. The Parties agree to the following terms and conditions: The Client is engaging the Company for personal training services to be provided by the Company's Trainer(s) (the "Trainer"). Personal Training sessions will last \_\_\_\_\_ minutes. The Trainer will create an exercise program geared to the Client's fitness level and experience in order to meet the Client's objectives. The Trainer will be assigned to the Client by the Company and is subject to change at any time. The Client may request a new Trainer and the Company will make every effort to accommodate if circumstances allow. The Client agrees to sign the attached Informed Consent and Assumption of Risk and Release of Liability. The Client agrees to inform the Company and its Trainer(s) of any and all conditions, medical or otherwise, that may affect the Client's ability to participate in Training Sessions. Training Sessions. Training Sessions may include, but are not limited to, the following activities: testing of physical fitness; exercise; aerobics and aerobic conditioning; cardiovascular training; weight lifting and training; and stretching. Training Package and Payments. The Client is purchasing \_\_\_\_\_ Training Sessions at a rate of \$ \_\_\_\_\_ per Training Session. The Client may pay for Training Sessions on a per session basis at the beginning of each session. The Client may pay for all of the Training Sessions upon the execution of this Contract at a discounted rate of \$ \_\_\_\_\_. All Training Sessions must be used within \_\_\_\_\_ days of the Effective Date of this Contract. If the Client wishes to purchase additional Training Sessions, the Parties will enter into an amendment to this Contract. Cancellation of Training Session. The Client shall provide twenty-four (24) hour notice of any necessary cancellation of a scheduled Training Session. Failure to provide twenty-four (24) hour notice shall result in the Client being charged the full rate for the cancelled/missed Training Session. The Company and its Trainer(s) will endeavor to also provide the Client twenty-four (24) hour notice of any scheduled Training Session that may need to be cancelled; however, there may be instances where this is not practicable, and such would not constitute breach of this Contract on behalf of the Company. Indemnity. The Client agrees to indemnify and hold harmless the Company and its Trainer(s) for any injuries, illnesses, and the like experienced as the result of the Client's Training Sessions. Termination. Either Party may terminate this Contract upon thirty (30) days prior written notice to the other Party. In the event of termination by either Party, the Company shall refund the Client all monies paid for any unused Training Sessions. Warranties. While the Company and its Trainer(s) fully believe exercise, specifically exercised personalized to the Client, is beneficial to the Client's health and wellness, the Company and its Trainer(s) cannot guarantee the results of Training Sessions. The Company and its Trainer(s) make no representations and/or warranties that the Client will lose weight, gain muscle mass, be able to engage in any specific physical and/or athletic activity, or will attain any other particular and/or specific results. The Company and its Trainer(s) strongly encourage the Client to follow a healthy diet in conjunction with personal training and continued exercise. Entire Agreement. This document reflects the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered, or supplemented except in writing signed by both the Company and the Client. Dispute Resolution and Legal Fees. In the event of a dispute arising out of this Contract that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful Party will be entitled to its legal fees, including, but not limited to its attorneys' fees. Legal and Binding Contract. This Contract is legal and binding between the Parties as stated above. This Contract may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Contract. Severability. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. Waiver. The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Contract. Applicable Law. This Contract shall be governed and construed in accordance with the laws of the state where the Training Sessions will occur, without giving effect to any conflicts of laws provisions. BY SIGNING BELOW, THE CLIENT ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND THAT THE CLIENT IS SATISFIED WITH THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. THE CLIENT SHOULD NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES. THE CLIENT IS ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME OF SIGNATURE. The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows: Signed: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_ Signed: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_ INFORMED CONSENT AND ASSUMPTION OF RISK AND RELEASE OF LIABILITY This Informed Consent and Assumption of Risk and Release of Liability is entered into \_\_\_\_\_ (the "Effective Date") and is material to the Personal Training Contract and is incorporated herein by reference. Client certifies that Client is of adequate physical condition to participate in physical exercise. Initials \_\_\_\_\_ Client certifies that Client assumes the risk of physical injury, whether minor, severe, or otherwise. Initials \_\_\_\_\_ Client certifies that Client will disclose to the Trainer whenever suggested activities cause distress beyond Client's threshold. Initials \_\_\_\_\_ Client certifies that Client will not hold the Company or its Trainer(s) liable for any physical injury, whether minor, severe, or otherwise that result from Training Sessions. Client certifies that Client assumes all responsibility for Client's participation in the Training Sessions. Initials \_\_\_\_\_ Signed: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_ Signed: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

All of the membership rules contained herein apply equally to members, temporary members and guests alike. All reference to the "Club" refers to Goldstone Gym & Fitness, its staff, employees, sub contractors, agents and representatives. Facilities refer to the gymnasium, showers, saunas, changing rooms and fitness studios where applicable. Members of the club are bound, as a condition of membership, to comply with the rules set out below. This is to ensure that the facilities are properly and safely used and that all members have full advantage of them without interfering with the enjoyment of others. All memberships are Non-Transferable & Non-Refundable. All members must be over 16 to avail of facilities and services provided at Goldstone Gym & Fitness. Goldstone Gym & Fitness is a private members club and the management reserve the right to refuse membership to any individual without cause. References may be required on a case by case basis and Garda checks will also be run on a case by case basis. Failure to pass a Garda check will result in membership termination and the refusal of entry again. Membership may be renewed on payment of the prevailing fee and in accordance with the terms and conditions then in force. By joining the club, members automatically accept and agree to be bound by these conditions of membership. The club may withdraw use of all or part of the club for the purpose of undertaking maintenance work or any other work considered necessary for a maximum period of seven working days. All members must scan their finger for access to the building on each visit to the club. Entry will only be permitted to those with a valid membership, in date and in credit. If you have an amount due to be paid on your account you won't be able to enter the building. As a member you agree to comply with the rules of the club with regards to use of the facilities, opening hours and your conduct. The club may make reasonable changes to these rules, from time to time, provided the club gives advance notice of these changes. You may, at your own discretion and expense, obtain personal insurance for loss, injury or damage that you might sustain arising from use of the club. You exercise at your own discretion and accept any injury or illness brought on by exercise is your own responsibility. Members wishing to report on accidents, incidents, or problems with services at the club should contact the Duty Manager (simply ask at reception desk upstairs) or can email [join@goldstonefitness.ie](mailto:join@goldstonefitness.ie) in confidence. In the event of a breach of membership rules and regulations the Club reserves the right of admission and may reserve the right to require any member or guest to leave the premises. Any member found in breach of rules or committing an illegal act, including theft, will be asked to permanently leave the club and be barred from ever entering the club again. On selecting the Pay Monthly membership options, members will be required to pay the associated registration fee (if applicable) and the 1st-month membership fee in advance. Members are required to agree to the normal terms and conditions of payment. This is a recurring monthly charge. Membership Fees will be debited from the member's account, using their given bank debit/credit card, on or around their join date each month, for the minimum 1-month term from the term start date. Members who have chosen the 12 MONTH FIXED TERM payment option will NOT have a cancel option until after the 12th month, after that time they will have the option to cancel at any time. Members who have chosen the NO CONTRACT payment option can cancel or freeze their agreement at any time, by simply logging in to their Member Area online and pressing the "Cancel" button. Members are required to keep their account in funds to meet these payments. In the event of the failure to pay the monthly membership fee, missed payments will be re-submitted for payment by Goldstone Fitness Limited. Goldstone Fitness Limited reserves the right to cancel membership if payment is not received. Access to the facility will be denied until said payment is received and if payment is not received, and cancellation occurs, the registration fee becomes applicable again on re-joining. These arrears of fees must be paid by Credit or Debit card online using the Member Area. Failure to meet direct debit fee – In the event of the failure to pay the monthly direct debit fee, you will first be notified that your membership has been temporarily stopped until the balance is paid. Lockers are provided for the use of members and their guests. Lockers may not be used overnight. Members who do so are liable to find that the lockers are opened and locker contents removed. Removal of such items is strictly at the members own risk. Padlocks may be purchased at reception. In the interest of safety and security please use the lockers provided. The club will have no liability for goods taken from the changing rooms or lockers. The club reserves the right to vary the opening hours as considered necessary for the proper operation of the centre. Guests of members are welcome to use the facilities & services of the club, by purchasing a 1 day gym pass online. Guest Day Passes can also be purchased using cash from the vending machine at reception for a fee of €10. There is no limit to the number of day passes a person can purchase/use. Throughout the course of your membership with the club, regular health and medical screening should be sought from your General Practitioner. Our member's safety during the COVID-19 pandemic is our main priority and we have introduced a number of measures in the club to help protect members and staff. Please follow this link for our COVID-19 operating procedures. Before using the fitness facilities, you should go through a basic introductory session which can be found in your welcome email, followed by further sessions (as necessary) to ensure that you understand the equipment and adopt a safe training regime that suits your needs. This is only available through booking with a club personal trainer or purchasing a Fit Plan through our website here. It is necessary that all members and guests of the club wear appropriate, clean attire and footwear when using the studio and gym. If you feel dizzy, faint, unwell or feel any unusual pain then you must stop exercising and inform a member of staff immediately. Members cannot train in the club without a hand towel. In the interest of hygiene, members must wipe down each piece of equipment after use. Studio users are advised to inform the instructor of any injuries, pains, or concerns prior to the class starting. All of the membership rules contained herein apply equally to members, temporary members, guests to our clubs and website users and visitors alike. When you use this website you agree to abide to civil, commercial, intellectual property, communications and liable laws which apply in the Republic of Ireland, regardless of your location. Failure to do so may result in legal action in an Irish court and possible extradition for offences against the state. In addition to these laws, accessible via this link [🔗](#) and our privacy policy we wish to reaffirm the following rights: 1. By using this site you agree to be legally bound by these terms and conditions. If you do not agree to be legally bound by all the following terms you should not access and/or use our website or communicate in any way with the server hosting this website, namely, but not limited to, [www.goldstonefitness.ie](http://www.goldstonefitness.ie) 2. Henceforth in this legal declaration, you, the website user, or associated parties will be known as either "you" or "the client". We, Goldstone Fitness Ltd, will be known as "We", "Us" or "Our Company", our general or individual assets will be addressed by the prefix "Our". 3. You agree that we reserve the right to change these, or any, terms and conditions, content and/or declarations without prior notification, and changes made come into immediate effect upon being presented here. When such changes are made, you may revoke your agreement by engaging with our company online using this or any website, or continue to accept such changes. 1. You may not broadcast, copy, download, frame, reproduce, republish, post, transmit or otherwise use our websites content appearing on our website, or any other media, in any way except for your own personal, non-commercial use. Any other use of such content requires permission of our company (contact details available in our privacy policy). 2. You agree only to use our website, and associated services for completely lawful purposes, in a way that does not infringe the rights of, restrict or inhibit the use or enjoyment of this site by any third party. Prohibited behaviour includes but is not limited to defamation, damaging the security of our website, harassing or causing distress or inconvenience to any person, damaging content on our website, transmitting obscene or offensive content or anything which may affect the effective operation of our website. 3. We reaffirm, hacking, damaging or otherwise compromising the security of this website is highly unlawful under Irish law, and hence will be treated as criminal damage in an Irish court of law. 1. Our websites content, is provided on a "As Is" and on a "voluntary access" basis without any representations or any kind of warranty whether negligence or other tortious action, arising from or in connection with the use of our website. 3. We refuse to accept any responsibility for the failure and/or actions of third parties, and content and communication interception which may occasionally occur using our website or associated services. 1. Any third party content hosted or otherwise presented on our website is copyright of it's respective owners. We do not accept liability for any loss or damage in transmission of such content and in turn do not accept any liability for how content may be misused by our websites users. 2. If you notice any third party, unauthorised content displayed on our website or otherwise communicated or transmitted by our company, please contact us (details available in our privacy policy). 1. Our company not responsible for the availability or content of any third party websites or material accessed through the our website. We purposely do not monitor third party content available through third party websites and/or links as a disclaimer of liability for such content. 2. Our company does not endorse, and shall not be held responsible for any content, advertising, products, services or information on or available from third party sites. Third party sites linked through our website are not covered by our terms of service, and hence you must review their policies appropriately. 1. If any provisions of these terms and conditions are found to be illegal, outdated, less legally preferable in a legal action or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect. We refuse to accept liability for parties who do not make us openly aware of faults and later deny such observations in legal action - Access our website at your own, sole risk and liability without exception. These terms shall be governed by and interpreted in accordance with the laws of Ireland.

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