

Terms & Conditions - Shape & Tone Health Clients

Training Program & Nutritional Information

1. Copying and redistribution of nutrition and exercise plans are prohibited.
2. Nutrition plans are guides only and medical clearance may need to be given prior to commencing.
3. All supplements and supplementation guides provided by Shape & Tone Personal Training should be discussed with a medical professional.
4. Clients voluntarily participates in the activities and does so at their own risk. Clients will accept full responsibility for their own health and well-being and the trainer will not be accountable for any personal injury / loss or damage.

Client Records

1. All client records are kept in a secure location and will not be shared with any individuals outside of Shape & Tone Personal Training.
2. All Client Records will be kept for 2 years or unless requested to be destroyed by the acting client.
3. Client information will not be shared in a written or verbal manner to comply with client/trainer confidentiality.

Payments

1. All payments are made via Direct Debit. Eftpos or Paypal payments only if both trainer & client agree on. No cash payments.
2. All direct bank payments will need to be made in advance and cleared prior to commencing training / services (unless other approved by the trainer).
3. Direct debit cancellations will require a 7-day notice period.
4. Late payments will be charged in accordance with the direct debit companies' policies and processed with the next scheduled payment.

Training Sessions (in person or online)

1. Clients are responsibility to dress appropriately for exercise, failure to do so deemed by the trainer will result in a loss of session.
2. If clients are unable to attend the session on time, notify your trainer as soon as possible. Session cancellation and/or re-scheduling with less than 12 hours' notice will result in loss of session paid in full. Session times may be reduced if a client is late to a session, re-scheduling and forfeit of session may occur as a result.
3. If the trainer misses or cancels a session with less than 12 hours' notice, the client is entitled to a reschedule plus a complimentary session.
4. The trainer and client must give 7 days' notice of prolonged absence greater than 7 days.
5. All clients have read and understand the fitness facility rules & OHS procedures of their training facilities.

Medical Conditions

1. Any medical conditions not found from client pre-screening needs to be conveyed to the trainer.
2. All medical conditions deemed high risk by the trainer needs medical clearance from a registered professional prior to training.
3. The client must bring all required medication to training and make trainer aware of its location / use.
4. The client is aware, that with every exercise program is a possibility and higher risks of physical injuries, if exercises are not performed correct.
5. The client will notify the trainer as soon as possible in writing about any changes to physical condition and changes to the ability to perform exercise.

Terms & Conditions - continued

Photos (taken during our sessions or sent in from online clients)

Circle, if you do not want photos to be shared.

- I allow for photos to be shared on website / social media.
- I do not want my photos to be shared (unless approved by me)

Personal Items

1. Clients will take care of storage of your own valuables. The trainer will not be responsible for any lost valuables at any kind (e.g., Money, Phones, Tablets, etc)

Release and Indemnity to the Recreational Activity Provider

In consideration of my application for participating in the education and activities provided by Shape & Tone Personal Training (and extent that the same may be precluded by statute) I ACKNOWLEDGE AND AGREE TO RELEASE AND INDEMNIFY the recreational provider as follows:

1. I participate in the activity at my own risk and responsibility.
2. I release, indemnify and hold harmless the recreational activity provider, its servants and agents from and against all and actions or claims that may be made by me or on my behalf by other parties in respect of or occurring from any injury, loss, damage or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever or any liability that results from the breach of an express or applied warrant that the recreational services or activity will be rendered with reasonable care or skill.
3. In the event that I am injured, or my property is damaged, I will bring no claim, legal or otherwise, against the Educational and Recreational Activity Provider in respect of the injury or damage.

By signing this document, I acknowledge that I have read and understood all content from page 1 & 2 and know that it affects my legal rights.

Date _____

Name (printed) _____ Signature _____

Trainer (printed) _____ Signature _____