

## **Personal Training/Group Fitness Class Terms & Conditions**

### **Introduction**

Your agreement is with Tiger Coaching & Personal Training and not the trainer or instructor who delivers your training and/or classes.

These Terms and Conditions form part of your agreement with Tiger Coaching. You understand that the Trainer is employed with Tiger Coaching & Personal Training and you are entering into a contract with Tiger Coaching & Personal Training.

Your instructions to commence personal training will constitute acceptance of these Terms and Conditions when you will become a client (a "Client" or "you"). You are asked to pay special attention to the provisions related to cancellations. This does not affect your statutory rights.

### **Trainer's Obligations**

The Trainer/Instructor will use his/her skills and knowledge to design a safe program of exercise that will take into account your lifestyle, personal goals, fitness levels and medical history.

The Trainer/Instructor will provide the coaching, supervision, advice and support that you will need to achieve your goals. Apart from the initial consultation each personal training session will last 30 or 60 minutes (a "Session"). Each class will last 30 to 60 minutes (a "Class").

You understand that the results of any fitness program cannot be guaranteed. Your progress depends greatly on your effort and cooperation in and outside of the sessions and/or classes. In particular you acknowledge that individual results may vary and no particular result is guaranteed by your Trainer/Instructor.

All Client information will be kept strictly private and confidential. If you do not wish to be photographed for website, Facebook, or other advertising purposes please notify us in writing to be placed into your file otherwise we assume your full cooperation.

### **Your Obligations**

It is understood between you and your Trainer/Instructor that both must commit to your training program 100% in order for you to achieve results in the safest manner as instructed.

You are required to arrive on time for each Session so that the Trainer's full training plan is achieved on each visit.

You are required to wear appropriate clothing and footwear and may be asked to change or leave if you choose to wear offensive attire including but not limited to: Inappropriate pictures or language on an article of clothing, clothing that may fray causing safety issues, clothing with excessive glitter that comes off of the garment, muddy or dirty shoes or clothing, overtly sexual clothing. Hats are not permitted inside the classroom /gym and pants/shorts must cover your bottom completely. Please remove all loose jewelry or other loose articles before your scheduled workout. We do not assume responsibility for any lost or stolen items left in the gym/classroom/locker rooms/commons areas/parking lot. You may bring a lock and temporarily store small items in a locker inside the gym during your scheduled class/appointment only. First come, first serve.

You are required to complete a Physical Activity Readiness Questionnaire (a "PARQ") before undertaking your first personal training session but will not be required before taking a group fitness class. Level 2 classes with prerequisites will be adhered to unless given special Instructor permission.

Your Trainer may require a letter of 'medical clearance' from your GP. Please be aware that your GP may charge for providing this letter.

You understand and agree that it is your responsibility to inform the Trainer of any conditions or changes to your health, now and ongoing, which might affect your ability to exercise safely and with minimal risk of injury. Please provide the trainer with a list of all medications as possible side effects may bring about unwanted and unsafe conditions for a high level of physical activity.

If your Trainer requires further medical information from a practitioner, you must provide such details.

You understand that there are inherent risks in participating in a program of strenuous exercise. If you sustain or claim to sustain any injury while participating in training, you acknowledge that the Trainer is not responsible, except where the injury was caused by his/her gross negligence or intentional act.

Your Trainer cannot be held liable in any way for undeclared or unknown medical conditions or medications not previously listed on the health questionnaire.

### **Cancellation and Refunds**

24 hours' notice of cancellation or postponement is required for all appointments. Notice of less than 24 hours will incur full payment of the full Session fee.

Classes will not be rescheduled due to your absence. Classes will only be rescheduled with proper notice to attendees in the event of adverse weather, instructor illness, or other unforeseen issues originating from Tiger Coaching & Personal Training.

Once purchased, your Sessions are non-refundable and nontransferable.

### **Lateness Policy**

If the client is late the Session cannot be extended and will end at the appointed time.

If the Trainer is late additional time will be added to the Session or to subsequent Sessions.

If you arrive more than 10 minutes late for a session or class, we reserve the right to late cancel with charge or reschedule your session per trainer availability or ask you to leave the class. Arriving over 10 minutes late more than 3 times will forfeit your position in the Training/Class schedule and you will be scheduled last behind all other members ("clients").

### **Health and Safety**

Your Trainer/Instructor has completed and holds a current certificate for CPR/AED First Aid.

Tiger Coaching & Personal Training has public liability insurance cover both for the gym, sports and classes practiced there-in, and any Tiger Coaching & Personal Training class/workshop/club held

outside of the premises.

If your Trainer conducts the Sessions on your private premises you are responsible for providing a safe exercise environment and the Trainer accepts no liability for injury due to an unsafe environment provided by you outside of the gym.

### **General**

You understand that in the unlikely event of your Trainer/Instructor being unable to continue your training, for any reason, Tiger Coaching & Personal Training will attempt to match you with another trainer to fulfill the remainder of your package. In the event that Tiger Coaching & Personal Training would cease to exist, you may request a full refund from Tiger Coaching & Personal Training for any unfulfilled Sessions.

The Trainer has the right to change these Terms and Conditions, for example, to be able to offer new services or as required by law. Tiger Coaching & Personal Training will notify you of any change. When such a change(s) is made, if dissatisfied, you can cancel this agreement once you have made any payments already due to Tiger Coaching & Personal Training at the time the change goes into effect.

You are responsible for keeping all your contact information, payment information, and marketing preferences up to date with Tiger Coaching & Personal Training. Tiger Coaching & Personal Training will only do what you ask, or what you have given him/her permission to do with any personal or sensitive information held about you.

Your training/classes may be filmed or pictures taken for marketing purposes. Your participation in a Session/Class means you consent to photography, filming and sound recording which may include you as a Client and its use in commercial distribution without payment or copyright.