

**NEXT LEVEL FITNESS AGREEMENT AND LIABILITY WAIVER**  
**In-Gym Training**

Client Name: \_\_\_\_\_ Referred By: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Cell: \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_

Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Email: \_\_\_\_\_

**\$59 per Session** 2, 3 or 4 Sessions per week month to month auto debit = **\$511 or \$767 or \$1022 per month**

**\$49 per Session** 2, 3 or 4 Sessions per week auto debit at least 6 consecutive months = **\$424 or \$637 or \$849 per month**

**\$39 per Session** 2, 3 or 4 Sessions per week auto debit at least 12 consecutive months = **\$338 or \$507 or \$676 per month**

**Date of first auto debit:** \_\_\_\_\_ (Each payment will be debited approximately the same time each month.)

**PROMISE TO PAY:** Client promises to pay Next Level Fitness total of payments according to the payment schedule shown above. Any and all changes to contract must be in writing and signed by the client and applicable trainer. The payments will automatically go to a month to month basis after the full term of the contract unless client gives notice of cancellation by Email: [Your Email](#) and by telephone: XXX-XXX-XXXX at least 14 days from the next debit date

**LIABILITY WAIVER:** The Client expressly agrees that all weight training and/or cardio programs offered by Trainer shall be undertaken by the Client at his or her sole risk. The Client understands and takes full responsibility for any and all injuries/damage(s) as a result of his/her own negligence, the negligence of others, or through no fault of the Client, Trainer, Next Level Fitness, or anyone else, due to the nature of the activity. It is further agreed that Trainer shall not be liable for any injuries or damage to Client or guest, nor be subject to any claim, demand, injury, or damages whatsoever, including but not limited to those damages resulting from acts of active or passive negligence on the part of Trainer, his/her successors or assigns. The Client agrees to indemnify and hold Next Level Fitness and Trainer harmless for any loss caused by Client for which Trainer is accused of held liable, including attorney's fees and court costs.

**AUTOMATIC PAYMENT AUTHORIZATION:** I, \_\_\_\_\_, the Client hereby authorize Trainer to charge my Visa/Mastercard/American Express credit card or bank account # \_\_\_\_\_, expiration date \_\_\_\_\_, any and all payments overdue to Trainer. I, \_\_\_\_\_, the Client, further authorize my credit card company or bank to make payment(s) to Next Level Fitness by the method(s) indicated above and to post it on my account.

**CANCELLATION POLICY:** Client must give notice of cancellation by Email: [Your Email](#) and by telephone: XXX-XXX-XXXX at least 14 days from the next debit date. If for any reason the 6 or 12 month contracts are cancelled before it's expiration date, the amount of the difference between the cost of the month to month and the current contract cost per month for every month trained is due immediately. This amount would equal \_\_\_\_\_ for every month trained. \_\_\_\_\_ Pre pay contracts are nonrefundable.

**NO REFUND POLICY:** All payments are final. There will be no refunds. \_\_\_\_\_

**STATEMENT OF HEALTH:** I, \_\_\_\_\_, the Client, hereby certify that I know of no medical problem (except those noted herein) that would increase my risk of illness or injury as a result of participation in a regular weight and/or cardio training program. I understand that I have been advised to consult a physician prior to commencement of my weight and/or cardio training program to ensure my state of wellness to participate in such strenuous activities. Furthermore, I understand my trainer does not hold him/herself out to be a licensed physician.

**ASSUMPTION OF THE RISK:** The Client is aware that weight and/or cardiovascular training and similar physical activities can potentially be a hazardous activity and may pose potentially serious risks of injuries/death to their participants. The Client is voluntarily participating in these activities with the knowledge of the danger(s) involved, and hereby agrees to accepts any and all risks of injury or death, and verifies such with his/her initial: \_\_\_\_\_.

**RELEASE:** As consideration for being permitted by Trainer to participate in these physical activities and to use the Training Facilities, I, the Client, hereby agree that I, my assignees, heirs, distributes, guardians, and legal representative(s) will not make a claim against, sue, or attach the property of any Next Level Fitness or Training Facility, or its employee(s) or owner, for injury or damage resulting from the negligence or other acts, howsoever caused, by any employee, agent, or assistant of Next Level Fitness or any of its affiliated organizations as a results of my participation in a weight and/or cardio training program. I, the Client, hereby release Next Level Fitness, Trainer and Training Facility from all actions, claims, or demands that I, my assignees, heirs, distributes, guardians, and legal representative(s) now have or may hereafter have for injury or damage resulting from my participation in a weight and/or cardio training program. I, the Client, understand that I am personally responsible for my actions while participating in my assigned workout program, and I waive responsibility of Next Level Fitness, Trainer and Training Facility if I should incur any injury as a result of my own negligence.

I understand that Next Level Fitness may assign me a new trainer at any time.

**DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ ALL OF IT.**

I certify that I have fully read and understand the terms of this Agreement and will comply with the contents herein.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_