



Online Personal Training and Nutrition

Personal Training Agreement

As the Client of Forever Fitness, LLC, a Michigan limited liability company ("**Forever Fitness**"), I agree to pay for and participate in various fitness and nutrition programs provided by Forever Fitness. These programs may include, but are not limited to, resistance training, aerobic or cardiovascular exercise, and meal plans.

Trainer Responsibilities

Forever Fitness will provide me with access to a personal trainer to work with me based upon the program I choose. I will have access to a tracking program with graphs, guiding videos, and various forms of instruction. A personal trainer can help provide me with the motivation, education, guidance, and individual instruction required to achieve my personal fitness and nutrition goals.

Forever Fitness will design a safe, effective exercise program for me on an individual basis that reflects my objectives, fitness level, and experience. My assigned personal training will work with me to help me meet my goals. My trainer will review my progress and update my training plan from time-to-time.

I will have the ability to contact my personal trainer with questions. I will provide information to my personal trainer regarding my progress. If I have a problem with my personal trainer's customer service or approach, then I will contact Forever Fitness at foreverfitness@foreverfitnessfit4life.com.

Client Responsibilities

I acknowledge that my personal trainer is not necessarily a medical professional and is without expertise to diagnose medical conditions or impairments. I agree to promptly and fully disclose to personal trainer any injury, condition or impairment which may have a negative effect on me, or which may impact my ability to continue with the training program I have chosen.

I certify that I am physically capable of participating in a strength, flexibility and aerobic training exercise program and using the equipment associated with such training; that I am over the age of eighteen (18) years; and that I have either (a) had a physical examination and been given a physician's permission to participate in this training program; or (b) decided to participate in this training program without the approval of a physician.

Release & Waiver

In consideration of this agreement to instruct and train me, I forever release, discharge, and hold harmless Forever Fitness and its agents, heirs, assigns, contractors, and employees from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with my participation in this or any program offered by Forever Fitness. This release includes any injuries resulting from any instruction given, including any negligent instruction or supervision. I understand that Forever Fitness and its associates will NOT be responsible for any



Online Personal Training and Nutrition

medical costs associated with any injury I may sustain. I also understand that I should and am urged by Forever Fitness to obtain adequate health and accident insurance to cover any personal injury to myself which may occur.

I understand that any exercise program, whether or not requiring the use of exercise equipment, is a potentially hazardous activity involves a risk of injury, including abnormal changes in blood pressure, fainting, and a remote risk of heart attack, stroke, other serious disability or death. I am voluntarily participating in these activities with full knowledge, understanding and appreciation of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury, regardless of severity, or death. I understand that an examination by a physician should be obtained by anyone prior to commencing a fitness, nutrition, exercise program or any combination of these activities. If I have chosen not to obtain a physician's consent prior to beginning this fitness or nutrition program, I hereby expressly acknowledge that I am doing so solely at my own risk.

It is my express intent that this Agreement binds the members of my family (including, but not limited to, any spouse and children), so that it will be deemed as a full release, waiver, discharge and covenant not to sue by my relatives and my estate.

License to Use Photographs, Etc.

From time-to-time, I will provide information, or videos, or pictures to Forever Fitness to better track my progress and so that my trainer can update my program. For any content that is covered by intellectual property rights, I specifically give Forever Fitness a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any intellectual property content that I provide to Forever Fitness.

I agree that I will only provide Forever Fitness with information, pictures, videos or other intellectual property that I own. Forever Fitness acknowledges that this license does not transfer any ownership – I will continue to own my information, pictures, videos and other intellectual property. This license only permits Forever Fitness to use these items to improve my program and for their own purposes of self-promotion, including advertising their business, in any manner and medium, such as publicity, illustration, advertising, and web content.. Forever Fitness may alter and composite these items without restriction and without my inspection or approval. I hereby release Forever Fitness and their associates from all claims and liability relating to any materials I provide to them.

Privacy

I understand that Forever Fitness is committed to preserving my privacy, but that Forever Fitness may need to disclose my personal information when required by law. Forever Fitness will not sell my name or other private information to third parties. Forever Fitness will only share my information with its partners to provide the product, service, or specific promotional materials I request and will only use my information as permitted by the intellectual property license provided by me above.



Online Personal Training and Nutrition

Forever Fitness adheres to the federal privacy protection standards as stated in the Children’s Online Privacy Protection Act (“**COPPA**”). Forever Fitness will not knowingly allow anyone under thirteen (13) years to provide any personally identifying information. Children under thirteen (13) years of age are required to obtain the permission of a parent or guardian before submitting any information about themselves over the internet. If a child has provided Forever Fitness with personally-identifiable information without the consent of a parent or guardian, the parent or guardian should contact Forever Fitness at foreverfitness@foreverfitnessfit4life.com so that the child’s information can be promptly deleted.

I acknowledge that Forever Fitness is not a “covered entity” as defined in the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”). This means that the HIPPA privacy rules do not apply to Forever Fitness. Forever Fitness will, however, respect my privacy and only use information as permitted by this Agreement.

Client Declaration

I declare that I have read, understand and agree to the contents of this Personal Training Agreement in its entirety. I understand that this Agreement is intended to be as broad and inclusive as permitted by the State of Michigan and agree that if any portion is held invalid, the remainder will continue in full force and effect. I understand that I am giving up substantial rights – including my right to sue. I know, understand and appreciate these and other risks that are inherent in these types of activities Activity. I expressly agree and assert that my participation in these programs is voluntary. I knowingly assume all risks and elect to proceed with the participating in the programs despite all the risks. I acknowledge that I am signing this document freely and voluntarily and intend, by my signature, the complete and unconditional release of all liability to the greatest extent allowed by law.