

CLIENT AGREEMENT Group Sessions + Personal Training

Physical exercise carries risks. I _____understand that I am agreeing to join group classes or personal training run by Madeleine Burrows or other trainer representing Chew Chew Train. I agree to the following.

Possible Risks: I confirm that I have sought medical advice before undertaking a new exercise regime and agree that I am physically fit to commence my training program I understand it is possible throughout my exercise sessions to experience abnormal blood pressure, irregular heart rhythm, dehydration, fainting and/or dizziness, injury from use of exercise equipment, failure of exercise equipment, tripping or falling, or other hazards associated with equipment, moving around while exercising, and the surroundings. In very rare circumstances, it is possible that exercise can cause heart attack, stroke or death. I confirm I will inform my trainer of any medication taken regularly as this can impact heart rate and response to exercise, among other things. I will advise my trainer if my medication changes. I will also inform my trainer of any new injuries or illnesses that arise.

Payment Policy: I understand and agree to the following. All package payments must be made weekly, fortnightly or monthly via direct debit (Ezypay). I understand Up-front payments can be made via bank deposit. First payment must be cleared before first session. In the event of extended holidays or changes in family situation, a hold may be placed on my payments which will be added to the end of the contract.

Casual payments are to be made on or before the day you attend a session. Payments can be made in cash or bank deposit. 10 session passes have a 6 month expiry but can be transferred to another person.

Fit over Fifty. \$10 per class to be paid at each class. \$15 if you are going to attend 2 that week. In the event that I pay for two classes but do not attend, payment cannot be refunded or transferred.

Cancellations: I understand and agree to the following. 12 Hours noticed must be provided for late or missed sessions to enable a make-up session to be arranged. Notice of change within 3 hours of scheduled session time will incur a penalty of the cost of the session. Buddy training: any cancellations will incur a full session cost if a suitable time cannot be remade with trainer and buddy. Two weeks notice must be given by either party (myself or Madeleine Burrows/Chew Chew Train) to terminate the training program.

Refund policy: I understand and agree that refunds are not provided for change of mind. I understand if I decide to terminate my package, a cancellation fee of \$150 or the remainder of my contract must be paid in full (whichever is less). My package may be transferred on approval of Chew Chew Train to another person arranged by you.

Release and Indemnity: I understand all of the information and instructions outlined in this informed consent, have had time to discuss any concerns with Madeleine Burrows or my Chew Chew Train trainer or any other health professional, and considering this, agree to voluntarily participate in a Chew Chew Train assessment and fitness program at my own risk. I also agree to release and indemnify Madeleine Burrows / Chew Chew Train from or against any actions or claims arising from any injury, loss, damage or death caused to me. If under 18 years old, my parent/guardian is aware of these terms and conditions and agree to my commencement of this training program and will sign on my behalf. My parent or guardian agrees to pay any fees in the event that I am unable to attend or continue with training.

COVID-19: During the COVID-19 Epidemic, the use of video classes has been implemented. I will ensure I have had a private video conference before signing up and have had a chance to ask any questions and are comfortable with



the terms and conditions. During the video call classes, the trainer must be able to see my full body at all times to ensure correct technique. I understand that I am expected to be safe and responsible with training in my own home and will advise the trainer immediately if I are in pain or not comfortable during a session. During outdoor sessions, I agree to remain 1.5m from all other participants to ensure social distancing is practiced. I will not attend any outdoor session in the event I am experiencing cold/flu symptoms.

Photography Release: At times Chew Chew Train may take photos / video to be used for promotional purposes in newspaper articles, website, social media television and radio. I give permission for Chew Chew Train to use my image / name in the use of the above promotional outlets listed.

Children: In the event that my child is present at any training sessions (Personal Training or Group Sessions), I acknowledge the child/ren will be my sole responsibility. I agree to release and indemnify Chew Chew Train from or against any actions or claims arising from any injury, loss, damage or death caused to my child/ren. I will ensure my Child/ren will stay a safe distance from any exercise equipment and other participants of the exercise class.
I,(Name) agree to the above conditions and agree to continue with my training program having been given the opportunity to discuss all information. I understand and accept my responsibilities.
Signature of Participant
Parent/guardian if under 18
Date / /