

## Kinetic Movement Systems Training Service Agreement

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between \_\_\_\_\_ and Kinetic Movement Systems

In consideration of the mutual promises exchanged herein and other good and valuable consideration, the parties agree as follows:

1. Client and Kinetic Movement Systems have agreed that Kinetic Movement Systems will conduct \_\_\_\_ workout sessions. Each session will begin at a mutually convenient, agreed-upon time and shall be subject to the policies ("Company Policies") attached, which Client will also be required to read and sign in conjunction with the execution of this Agreement.
2. Client will pay Kinetic Movement Systems, in advance, the sum of \$\_\_\_\_\_ for these workout sessions. Client acknowledges and agrees to Kinetic Movement Systems cancellation policy as provided in the attached Company Policies, and that no credit or refund of this sum or any portion thereof shall be due for sessions cancelled by Client, except as provided in said Company Policies.
3. At the time of, or prior to, execution of this Agreement, Client has executed and delivered to Kinetic Movement Systems a Waiver and Assumption of Risk Agreement and a Waiver and Assumption of Risk Agreement for Home Workouts (if applicable) (these agreements herein collectively referred to as the "Waiver Agreements"), in which Client assumes all risks of participating in a fitness program and agrees that Kinetic Movement Systems and its agents, employees, or contractors, if any, shall have no liability for any injury, illness, or similar difficulty that Client may suffer arising out of or connected with Client's participation in Kinetic Movement Systems program. Client hereby acknowledges and agrees that Kinetic Movement Systems, in its sole discretion, may require Client to obtain the consent of his/her physician or primary healthcare provider prior to providing Client with any fitness or exercise programs, training, or instruction. Company also reserves the right to require Client to obtain such consent at any future point in the relationship should Kinetic Movement Systems deem it necessary due to any change in Client's medical condition.
4. Client and Kinetic Movement Systems may agree to conduct additional sessions at mutually convenient times and locations, to be billed to Client at Kinetic Movement Systems then current service rates. In such event the provisions of this Agreement, including the Company Policies attached, shall be deemed to apply.
5. Client acknowledges and agrees that Kinetic Movement Systems has the right to terminate this relationship at anytime for reasons (such as excessive missed sessions, sexually verbal, drug use, or other reasons trainer deems relative to end training) with no obligation due to Client beyond a refund of payments made for any unused sessions.

by: Kinetic Movement Systems

by: \_\_\_\_\_  
Client Please Print Name