



Power of Progress Is ... your In-home personal training & fitness class connection

1. There are inherent risks in participating in a program of strenuous exercise. Consequently, we strongly suggest that everyone be examined by a physician of choice and obtain his/her approval for your participation in a fitness program. Clients, upon signing their waivers, shall agree that **Power of Progress** shall not be liable or responsible for any injuries to them resulting from their participation in the fitness program (whether at home, at the training studio, outdoors, or at a corporate, commercial, residential or other fitness facility) and they expressly release and discharge **Power of Progress**, her company's owners, employees, agents and/or assigns, from all claims, actions, judgments and the like which they or their heirs, executors, administrators or assigns may have or claim to have as a result of any injury or other damage which may occur in connection with their participation in the fitness program, excepting only an injury caused by the gross negligence or intentional act of such person or persons. This Release shall be binding upon their heirs, executors, administrators and assigns.
2. Clients shall certify that the answers to the questions outlined on the PAR-Q form are true and complete to the best of their knowledge. They shall acknowledge that medical clearance is required if they have answered "Yes" to any of the questions on the PAR-Q form. They shall understand and agree that it is their responsibility to inform their Personal Trainer and/or instructor(s) of any conditions or changes in their health, now and on going, which might affect their ability to exercise safely and with minimal risk of injury.
3. Clients shall understand that they are not obligated to perform nor participate in any activity that they do not wish to do, and that it is their right to refuse such participation at any time during their training sessions. Clients shall understand that should they feel lightheaded, faint, dizzy, nauseated, or experience pain or discomfort, they are to stop the activity and inform their Personal Trainer/instructor
4. Clients shall understand the results of any fitness program cannot be guaranteed and their progress depends on their effort and cooperation in and outside of the sessions.
5. Clients shall understand that all Private Personal Training is based on 60 minute sessions and should they arrive late, there is no guarantee they will receive the full session with their trainer. In return, if their Personal Trainer is late for a session, they will still receive the full session time. Clients shall understand that all Private Classes are based on 60 minute sessions and should they arrive late, there is no guarantee they will receive the full session with their instructor. In return, if their instructor is late for the session, they will still receive the full session time.
6. Clients shall understand that **Power of Progress** bills her Personal Training and Fitness class clients on a pre-pay basis. Once a client has decided upon the type of training package they will purchase, payment must be made before the sessions are conducted. Cash and checks made payable to **Simone Dettwiler** (*Power of Progress will be used in January 2009*) are all accepted. Clients understand that all Personal Training sessions and Fitness classes are non-transferable and non-refundable. Clients also shall understand that all Private Personal Training sessions and Fitness Classes must be redeemed within the set time given by the personal trainer/instructor.
7. Clients shall understand that **Power of Progress** operates on a scheduled appointment basis for all *Private Training* sessions and thus, requires that clients provide 24 hours notice when canceling an appointment. No charge will be levied should a client cancel with 24 hours notice given. Should a client cancel a session with LESS than 24 hours prior notice, the client will be charged in full for that session. There is also a limit as to how many times a client may cancel. With a package of 16 sessions a maximum of 2 cancellations may be made. Clients shall understand that **Power of Progress** recommends that all cancelled sessions be rescheduled to ensure consistency and fitness progress. Should your personal trainer cancel, please arrange to reschedule to ensure consistency and fitness progress. With regards to *Fitness classes*, classes will operate on a scheduled appointment basis of twice (2 times) per week. The same cancellation policies apply as Private Training sessions (see above). Including a maximum of 2 cancellations per 16 session package. Should your instructor cancel, classes will be added to the end of the session package on days and times agreed upon within the class. We do have a holiday schedule, most of which are statutory. Please see Holiday Schedule.
8. Clients shall understand that during a personal training session and or fitness class, that their trainer/instructor may have to use Touch Training to correct alignment and/or to focus their concentration on a particular muscle area to be targeted. If a client should feel uncomfortable or experience any type of discomfort with Touch Training, they are to immediately request that their trainer/instructor discontinue using this technique.
9. Clients shall understand that the usage of any nutritional supplements is done under their own will and has not been prescribed by their Personal Trainer/instructor.
10. Clients shall understand that should their Personal Trainer/instructor become ill or go away on holiday, another trainer/instructor(s) may be assigned to them so that their fitness progress does not suffer. Clients also shall understand that in the event that their Personal Trainer/instructor(s) is no longer employed by **Power of Progress**, a suitable Personal Trainer/instructor(s) will be re-assigned to oversee their program and workout sessions.
11. Clients shall understand that **Power of Progress** photographs many of their client events/sessions and may provide written approval for them to use these pictures for promotional purposes.