

Coach Brad Mitchell
1819 West Jefferson St.
Boise, ID 83702
(208)720-3759
b.welldaily@gmail.com



By signing the following document, I attest, contract, understand, and agree that I am to be legally bound by its contents.

I do hereby consent to participate in a holistic wellness program consisting of, but not limited to weight training and/or cardiovascular exercise, lifestyle and nutrition consulting. I understand that physical exercise and activity can be strenuous and subject to risk of serious injury (including but not limited to musculoskeletal injury, spinal injury, abnormal blood pressure responses, and rare instances of heart attack or death), so it is strongly urged that you obtain a physical examination from a Doctor before participating in any exercise activity. I agree that if I engage in any physical activity or exercise, I do so entirely at my own risk and I agree to disclose any physical limitations, disabilities, ailments, or impairments that may affect my ability to participate in physical activity or exercise.

I am fully aware of the possibility of mechanical and/or other malfunction of cardiovascular equipment, weight machines, and apparatus, ("equipment") due to the negligence of my Personal Trainer or otherwise, as well as the possibility of injury to my person as a result of the use of such cardiovascular equipment, weight machines, weight and apparatus ("equipment"). Any recommendations for changes in diet including the use of food supplements and weight reduction and/or body building enhancement products and/or sport performance enhancement products are entirely my responsibility and I should consult a physician prior to undergoing any dietary or food supplement changes.

I agree and I am voluntarily participating in these activities, am mindful of the serious consequences which might result due to my involvement in these activities and I assume all risks of injury, illness or death. This waiver and release of liability includes, without limitation, all injuries which may occur as a result of: (a) my participation in any activity or personal training or coaching session, (b) instruction, training, supervision, or dietary recommendations made by my Personal Trainer.

I acknowledge that I have carefully read the information contained within and fully understand that it is a release of liability. I expressly agree to release and discharge my Personal Trainer from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I may otherwise have to bring a legal action against my Personal Trainer for personal injury or property damage.

To the extent that statute or case law does not prohibit release for negligence, this release is also for negligence on the part of the Personal Trainer.

If any part of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally. **Initial:**

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Cancellation policy:

Upon execution of this agreement, a 24 hour cancellation policy is in effect. Twenty-four (24) hour notice of cancellation is required. The cancellation policy pertains to any services covered under this agreement. Late cancellation, defined as within 24 hours prior to the appointment or an appointment no-show shall result in one session of the clients remaining sessions being used. To avoid a full rate cancellation fee or usage of a training session, contact Brad via text (208) 720-3759, providing no less than a 24-hour notice. *Initial:*

Purchase policy:

All purchases are final. *Initial:*

Terms and conditions:

Upon purchase date of services, client will have one month to use or lose services purchased. Unused services do not carry over to the next month. It is the responsibility of the client to book sessions so not to lose unused sessions. *Initial:*

Return/refund policy:

No personal training, coaching, or nutrition and lifestyle coaching refunds will be issued for any reason, including but not limited to relocation, illness, vacation, and/or unused sessions. *Initial:*

Contract:

By agreeing to this contract, you are agreeing to pay the full amount charged on the date of the sale. Sale date initiates the four(4) month contract. The recurring payments will be charged on the first day of the month on month two(2), three(3), and four(4). At the end of the four(4) month contract, a new four(4) month contract will be required.

Upon execution of this agreement, there are no refunds or returns for services unused should the client decide to stop utilizing services paid for. Services purchased are done so as a use it or lose it purchase. Services do not carry over from one month to the next. *Initial:*

Let it be known this agreement pertains to all 4 month services offered, including but not limited to training, coaching, and nutrition and lifestyle coaching.

Print name: _____

Signature: _____ Date: _____