I, ________________________________, understand that it is my responsibility to ensure that I am physically able to begin an exercise program. I have discussed this endeavor with my physician and have gained their understanding and approval. I will disclose any current medical-related issue or medication that could affect my ability to exercise or be affected by exercise to my trainer at our first meeting.

STATEMENT OF UNDERSTANDING AND RELEASE

The undersigned hereby acknowledges and agrees that:

1. ________________________________ (*herein referred to as “participant”*) expects and intends to participate in an Intramural-Recreational Sports Fitness activity during the academic year, following the execution of this statement of understanding. The particular activity is Personal Training Sessions and/or Fitness Assessment.

2. In consideration of the University’s sponsorship and direction of this Intramural-Recreational Sports Fitness activity, the Participant hereby states that he/she has read and understands the terms and conditions of this statement of understanding and specifically agrees to be bound thereby.

3. The participant understands and acknowledges that there are specific risks of injury to a person and/or property, both anticipated and unanticipated, that are associated with this Intramural-Recreational Sports activity. Participant specifically agrees to and voluntarily assumes the risk of such injuries, and hereby certifies and represents that participant will have appropriate personal accident/health insurance coverage during the period of each such activity.

4. The participant understands and acknowledges that the University of Virginia assumes no liability for personal injuries or property damage to participants or to third persons arising out of Intramural-Recreational Sports Fitness Activities, except to the extent that such liability is imposed by law. Participant hereby releases and covenants not to sue the Commonwealth of Virginia, the University of Virginia and their officers, employees and agents from any liability for damage, loss, injury or death, incurred by participant during any such Intramural-Recreational Sports Fitness activity. Participant will abide by all state and federal law and University policy including the non-use of alcohol or controlled substances.

I have carefully read this document and its attachments, understand their contents, understand that I have the right to confer with any advisor I may chose, am 18 years of age or older, and have signed this document voluntarily and of my own free will.

By signing below, I agree that I understand, and will abide by, the terms of this agreement. Date: ______________

Print Name: ________________________________ Client Signature: ________________________________

Parent/Guardian (if under 18): ______________________________________________________________

Below are the terms of relationship between client and personal trainer. Please read the following conditions carefully prior to signing this agreement.

1. **Payment:** The client will agree to pay for all assessments/sessions in advance. The UVA Personal Training Department must have proof of payment prior to pairing client and trainer.

2. **Cancellations:** The client must give a 24-hour notice if a session needs to be cancelled. If a client does not provide this notice, they will be charged for that session. Cancellations must be made with the personal trainer. On the occasion that a personal trainer needs to cancel a session, the client will not be charged for that session and the session will be made up.

3. **Refunds:** All sessions are non-transferable and non-refundable with the exception of medical concerns or restrictions. *No refunds except for documented medical problems.* The refund will reflect a pro-rated amount for sessions not yet used. All unused sessions expire 6 months from the date of last training.

4. **Rules and Policies:** The client agrees to abide by all rules and policies set forth by the Intramural-Recreational Sports Department. This includes the policy stating that ONLY IM-Rec Sports Personal Trainers are permitted to train clients within IM-Rec Sports facilities.