

Date: _____



FITNESS ON THE GO
PERSONAL TRAINING Ltd.
1-888-808-2348 www.fitnessonthego.ca

MY PERSONAL TRAINING COMMITMENT

Name: _____ Date of Birth: _____ Sex: _____

Address: _____ Postal Code: _____ City: _____

Email: _____ Phone: _____ Cell: _____

Occupation: _____ Emergency Contact: _____ Phone: _____

Physician: _____ Address: _____ Phone: _____

Height: _____ Weight: _____ Fitness Goal: _____

I agree that I will commit to personal training by _____ (“My Trainer”) _____ times a week for the next _____ months, starting _____, for a total of _____ sessions. The fee for my personal training will be \$_____ per session. Each session consists of 55 minutes of personal physical or wellness training arranged with My Trainer. Each month consists of 4 weeks. My availability is as follows:

MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	
SUNDAY	

I agree to make the following monthly payments to Fitness on the Go Personal Training Ltd. (as agent for My Trainer) for providing the services set out in this commitment. I will make my payment by void cheque or credit card. If any withdrawal or credit is dishonoured by my bank for any reason, I agree to pay Fitness on the Go a

fee of \$25.00. If I choose to pay month, I agree to pay a monthly administration fee of \$5.99 per month for the convenience of that service.

I agree and acknowledge that the information contained in this Commitment (including the information I provide in "Financial Commitment and Directions to Fitness on the Go" below is my personal information, and that My Trainer will be sharing such personal information with Fitness on the Go in order for Fitness on the Go to process the payments for the sessions. I also understand that Fitness on the Go will not use or share my personal information for any other purpose.

If I cannot be present at a session for any session, I must provide at least 24 hours' prior notice to My Trainer. If I do not give 24 hours notice, I will be charged in full for the session. If I do not give any notice and do not show for the session, I will be charged for the session in full. I acknowledge that my trainer will wait for 20 minutes, after which time it will be up to my trainer's sole discretion whether he or she will stay and finish the session, or leave. I further acknowledge that if my commitment runs out before I use all of my sessions, I have a two-week period to use my remaining sessions. I understand that after the two-week grace period all of the unused sessions within my commitment plan will be expired.

This is Commitment is a contract to which consumer protection legislation of my province of residence applies. I may cancel this contract from the day I enter the contract until 10 days after I receive a copy of this contract. I do not need a reason to cancel. If I do not receive the goods or services within 30 days of the date stated in the contract, I may cancel this contract within one year of the contract date. I lose that right if I accept delivery after the 30 days. There are other grounds for extended cancellation.

If I cancel this Commitment, Fitness on the Go has 15 days to refund my money. To cancel, I must give notice of cancellation to Fitness on the Go at admin@fitnessonthego.ca.

I must give notice of cancellation by a method that will allow me to prove that I gave notice, including registered mail, electronic mail, courier, facsimile or personal delivery. If I send the notice of cancellation by mail, facsimile or electronic mail, it doesn't matter if Fitness on the Go receives the notice within the required period as long as I sent it within the required period.

By signing this Commitment, I represent and warrant that all of the information that I have provided to you is correct and complete, that I am able to undertake a program of physical fitness, and that I have fully disclosed in writing any information concerning my health of which I am aware which may affect my ability to enter a training program safely. If I have any questions concerning my ability to enter this program, I will be solely responsible for ensuring that I have sought appropriate medical advice and treatment and for advising you in writing of any treatment I am receiving or advice that I have been given.

I agree that I will follow any instructions or rules provided to me in writing regarding the safety and dignity of myself, others, or property, and to conduct myself at all times in a manner that is respectful of, and poses no danger to, myself, other people or property. If I do not do so, or for any other reason which it deems necessary, My Trainer reserves the right to take whatever action it alone deems necessary to ensure the safety and dignity of myself, others or property, including but not limited to ending or excluding me from any session or event, or ending my membership outright.

I acknowledge that I use the services of My Trainer at my own risk, and that I will not hold My Trainer, Fitness on the Go, its principals, trainers, employees, agents or others in the event of any accident, injury or other consequence of my training with My Trainer.

In the event of any accident, illness, injury or otherwise during the course of my training, if I, or any other person with legal capacity to make decisions on my behalf, is unavailable or unable to make any emergency decision, I hereby authorize my trainer to make any such decision deemed necessary to preserve my life or health, and will not hold My Trainer, Fitness on the Go, its principals, trainers, employees agents or others liable for the consequences of that decision.

If I cannot participate in physical activity due to injury or illness, I will provide Fitness on the Go with a doctor's note and I have the right to cancel my commitment. In the event of such a cancellation, I will receive a refund of my remaining sessions in full. Any credits towards the membership will not be refunded.

If I cancel the commitment, I will pay \$95.00 per session that was used on personal sessions, and \$115.00 for group sessions. The remaining amount will be refunded.

If I move during the term of my commitment, I will provide you with a copy of proof of my new address, such as a piece of mail. If I can no longer use your services because of my move, Fitness on the Go will refund my unused sessions in full.

My commitment entitles me to personal training sessions with My Trainer, or, if My Trainer cannot attend my sessions a replacement trainer. My membership entitles me to access discounted package rates, and up to two follow up personal training sessions each year after 2 months of inactivity from training with Fitness on the Go. 60 days must pass before another follow-up session can be scheduled. The membership does not renew automatically.

I acknowledge that I cannot reschedule my sessions; my commitment buys me a certain time slot on a certain day. It is solely up to the discretion of My Trainer to reschedule any sessions.

I agree and acknowledge that this Commitment, and any other forms or documents completed at the same time, constitute the whole agreement between me and Fitness on the Go, and that there are no other agreements, commitments or understandings between us, except as agreed to in writing and signed by both of us after the date of this Commitment. I also acknowledge that neither my Trainer nor any employee, trainer, agent or other representative of Fitness on the Go has made any express or implied promise, warranty or representation of any kind to induce me to enter this Commitment, other than those set out in this Commitment.

If any part of this Commitment is determined to be invalid or unenforceable, the remainder of the Commitment will remain in full force and effect.

This Commitment does not come into effect until a copy signed by me and my Trainer and has been received by me. I agree that a copy of this Commitment has the same force and effect as the original document.

I acknowledge that I have read this Commitment completely. I agree to be bound by my obligations under it.

FINANCIAL AGREEMENT AND DIRECTIONS TO FITNESS ON THE GO

Yearly membership \$ 79 _____
 Tax (GST/HST): \$ _____
 Total: \$ _____ (line A)

Monthly Training fee (____ sessions x \$____ per session): \$ _____
 Finance fee (\$5.99 per month) + \$ 5.99 _____
 Total Monthly Amount: \$ _____
 Length of commitment: x ____ months (line B)
= \$ _____

Tax (GST/HST): \$ _____

Gift card - \$ _____

Monthly payments: \$ _____ (line C)

Total Commitment Amount ((line C x line B) + line A) \$ _____

PAYMENT SCHEDULE:

First month's payment (membership + monthly payment) (line A + line C) \$ _____

Following _____ (line B - 1) months payment (monthly payment) (line C) \$ _____

I have made this Commitment at _____ today, _____, 20____.

X _____ For Fitness on the Go: _____
_____ (please print names) _____

GST #: 818682148RT0001

PAYMENT AUTHORIZATION

I hereby authorize Fitness on the Go Personal Training Ltd. to draw monthly cheques or prepare monthly debits, by paper or electronic entry, in the amount or amounts noted above on this page and further debits to satisfy outstanding amounts as a result of returned or dishonoured cheques drawn on your financial institution. Fitness on the Go requires 30 days notice to change any account or other information included in this authorization. I have attached a void cheque from the account I authorize payment from under this Commitment.

Name as appears on Card: _____ Credit Card: _____

Card no.: _____ Exp.: _____

X _____ Date: _____