PERSONAL TRAINING AGREEMENT

& RELEASE OF LIABILITY WAIVER

NOPO Strength & Conditioning | Portland, Oregon | 501(c)(3) Nonprofit

This **Personal Training Agreement** is made and entered into by and between **Jacob Lusby**, owner and head coach of NOPO Strength and Conditioning (hereinafter the "Trainer"), and the client named below (hereinafter the "Client"). This Agreement outlines the terms and conditions for in-person personal training services provided by the Trainer to the Client. Both parties agree to the following:

Client Name: _____

1. SERVICES PROVIDED AND SCHEDULING

1.1 Training Sessions: The Trainer agrees to provide the Client with **3-4 in-person training sessions** each week. Sessions will only be small groups of 2-4 people per session, **No one on one.**

1.2 Session Scheduling: The Client and trainer will agree to a weekly schedule before training begins.

2. FEES AND PAYMENT TERMS

2.1 Monthly Payment Agreement: The Client's monthly fee is replaced by a donation amount of the client's choice. Donations are accepted but are not necessary and can be one time, recurring or not at all.

2.2 Donation Method: Donations will be accepted via cash, checks (made out to "NOPO Strength and Conditioning"), Venmo or debit/credit.

3. TERMINATION POLICY

3.1 Termination of Agreement by Client: The Client may terminate this Personal Training Agreement at any time by providing the trainer with a written notice via email or text. Please reach out to the trainer so the client's spot can be filled/replaced as soon as possible.

3.2 Termination of Agreement by Trainer: The Trainer reserves the right to terminate this Agreement if the Client repeatedly violates policies (such as frequent no-shows or being late without notice, inappropriate behavior, or failure to adhere to safety guidelines). In such cases, the Trainer will provide notice to the Client explaining the reason for termination.

4. COACHING EXPECTATIONS AND RESPONSIBILITIES

To ensure a successful coaching relationship, both the Trainer and the Client agree to the following expectations and responsibilities:

4.1 Trainer's Responsibilities: The Trainer (Coach) will:

- Provide a quality fitness program tailored to the Client's goals, fitness level, and any medical or physical limitations. This includes planning effective training sessions and adjusting workouts as needed over time.
- Supervise and lead all training sessions in a professional manner, demonstrating proper form and technique, and ensuring a safe exercise environment.
- Be punctual for all scheduled sessions and give the Client full attention and guidance during those sessions.
- Maintain open communication. The Trainer will be available to answer the Client's questions and discuss any concerns, whether in person during sessions or via agreed-upon communication methods outside of sessions (text, email, etc., during reasonable hours).
- Respect the Client's personal limits and health conditions. The Trainer will modify exercises if the Client experiences pain or has risk factors, and will not ask the Client to do anything that the Trainer deems unsafe. The Trainer will also keep any personal or health information shared by the Client confidential.

4.2 Client's Responsibilities: The Client will:

- Make a consistent, good-faith effort to attend training sessions regularly and put forth their best effort during each session. The Client understands that results are contingent on both in-session effort and adherence to guidance outside of sessions.
- Be on time for sessions and notify the Trainer as soon as possible if running late or needing to cancel/reschedule. Arriving late may shorten the length of that session out of respect for the Trainer's schedule and other clients.
- Communicate openly with the Trainer about any injuries, pain, discomfort, or relevant changes in health before or during a session. The Client should also inform the Trainer of any reason they need to modify or pause training, such as illness or schedule changes.
- Follow the Trainer's instructions and safety guidelines during each exercise to the best of their ability, and ask questions when clarification is needed. If the Client is unsure about how to perform an exercise or use a piece of equipment, they will seek the Trainer's guidance.
- Take responsibility for their own progress by adhering to any nutritional advice, doing recommended homework exercises (if any), and maintaining a healthy lifestyle outside of training, as discussed with the Trainer. The Client understands that the Trainer can guide and support, but cannot guarantee specific results; the Client's dedication is key to success.
- Treat the Trainer and any fellow clients with respect and courtesy. This includes maintaining a positive and cooperative attitude during group sessions and respecting the Trainer's business policies and gym rules.
- Please bring athletic shoes to train in, athletes that only have slides or crocs will not train that day.

By adhering to these mutual expectations, both the Trainer and Client create a productive environment conducive to achieving the Client's fitness goals.

5. LIABILITY WAIVER AND ASSUMPTION OF RISK

5.1 Acknowledgment of Risk: The Client acknowledges that they have voluntarily chosen to participate in a fitness program with the Trainer. The Client is aware that **physical exercise, including personal training sessions, carries some inherent risks**. These risks can include, but are not limited to, injuries such as muscle strains, sprains, tears, bruising, dizziness, feeling light-headed, cardiovascular complications, or other physical injuries. The Client confirms that they understand these risks and agree to assume full responsibility for any injuries or damages that may occur during or as a result of training, **except in the case of gross negligence or willful misconduct by the Trainer.**

5.2 Medical Clearance: The Client certifies that they are physically and medically sound to proceed with a strenuous exercise program. The Client has either obtained a physician's clearance for exercise or has chosen to participate in training sessions without such clearance, assuming responsibility for that decision. The Client agrees to inform the Trainer of any medical conditions, past injuries, or medications that could affect their ability to participate in the training sessions. If any new medical issues arise during the term of this Agreement, the Client will promptly notify the Trainer and, if necessary, obtain a physician's approval to continue training.

5.3 Release of Liability: The Client, on behalf of themselves, their heirs, assigns, and next of kin, **hereby releases and discharges the Trainer (Jacob Lusby), NOPO Strength and Conditioning,** from any and all claims or causes of action, known or unknown, arising out of the Client's participation in the training program. This release includes, but is not limited to, claims for personal injury, property damage, or wrongful death, except claims that may arise from the Trainer's gross negligence or intentional misconduct. The Client agrees not to sue or make any claim against the Trainer for any injuries or other losses sustained as a result of their training, except in cases of gross negligence or intentional harm.

5.4 Indemnification: The Client agrees to indemnify and hold harmless the Trainer and any associated staff from any loss, liability, damage, or cost they may incur due to the participation of the Client in the training sessions, except to the extent caused by the Trainer's gross negligence or willful misconduct. This means the Client will reimburse the Trainer for any defense costs or liability that results from claims brought as a result of the Client's

actions or participation, to the fullest extent permitted by law.

5.5 No Guarantees: The Client understands that the Trainer cannot guarantee specific results from the training program. Progress may vary depending on various factors including the Client's effort, adherence to guidance, nutrition, rest, and individual body response. The Client acknowledges that no outcomes (such as particular weight loss, muscle gain, or performance improvement) are promised or assured by the Trainer.

6. MISCELLANEOUS PROVISIONS

6.1 Entire Agreement: This Agreement constitutes the **entire understanding** between the parties with respect to personal training services and supersedes any prior or simultaneous oral or written agreements, communications, or understandings.

6.2 Restroom Access: Please note that there is no restroom available for client use. Clients should plan accordingly and use the restroom before their session.

6.3 Severability: If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The invalid provision will be modified or interpreted in a way that best accomplishes the intent of the original provision to the fullest extent permitted by law.

6.4 Photo & Video Release: The Client grants or does not grant permission for the Trainer to take photographs or videos during training sessions for the purpose of tracking progress or for the Trainer's promotional use (such as social media or marketing materials). The Trainer will not use any photo or video in which the Client is recognizable without the Client's prior consent. Any media used will portray the Client in a positive and respectful manner. (If the Client does not wish to be photographed or recorded at all, this clause will be marked as not granted.)

Please initial one:	_____ I **GRANT** permission	_____ I **DO NOT GRANT** permission

6.5 Confidentiality: The Trainer will keep all of the Client's personal information, workout records, and conversations in confidence. Likewise, the Client agrees to respect the Trainer's proprietary training programs and materials. Both parties agree not to disclose any confidential or private information obtained in the course of this training relationship to any outside parties, except as required by law.

7. ACKNOWLEDGMENT AND ACCEPTANCE

By signing below, the Client acknowledges that they have read and understood this Agreement in its entirety, and agree to abide by its terms and conditions. The Client also acknowledges receiving a copy of this Agreement. The Trainer affirms the commitment to deliver the services and uphold the responsibilities as described herein. Both parties enter into this Agreement voluntarily and with the intent to be legally bound.

Effective Start Date: March 30, 2026 (for existing clients under updated terms, or the date of signing for new clients after this date).

If the Client is under 18, a parent or legal guardian must sign below.

Trainer (Signature) _____ Date _____

Client (Printed Name) _____ Date of Birth _____

Client (Signature) _____ Date _____

Parent/Guardian (Printed Name) _____ Relationship to Client _____

Parent/Guardian (Signature) _____ Date _____

Emergency Contact (Name) _____ Phone # _____