



**Template only.** This document was drafted as a starting point and has not been reviewed by a Montana attorney. Before using with any client, have a Montana-licensed lawyer review it for compliance with state law. Liability waivers in particular must meet specific requirements to be enforceable. Do not rely on this template as legal advice.

# Personal Training Service Agreement

For Personal Training, Partner Training, and Trio Training packages.

Client name(s)

Agreement date

## 1. PARTIES

This Personal Training Service Agreement (the "**Agreement**") is between **Missoula High Performance, LLC**, a Montana limited liability company ("**MHP**"), and the client(s) identified above (the "**Client**").

## 2. SERVICES

MHP will provide individualized strength and conditioning coaching sessions in the package selected below. Sessions are 50 minutes and include programming, coached training, periodic re-tests, and access to MHP's facility and equipment during scheduled sessions.

## 3. PACKAGE SELECTION

Tier (circle one)

Personal · Partner · Trio

Pack size (circle one)

4-pack · 8-pack · 12-pack

Total fee (USD)

\$

Per-session rate

\$

Pack expiration date

Expiration: 90 days (4-pack) · 120 days (8-pack) · 180 days (12-pack) from purchase.

## 4. PAYMENT

The total fee is due in full at the time of pack purchase. Payment is non-refundable except as set out in Section 7. MHP accepts credit card, debit card, or ACH transfer.

## 5. SCHEDULING & CANCELLATION

**Cancellations** made at least 24 hours before a scheduled session are rescheduled at no charge. **No-shows or cancellations** with less than 24 hours' notice are counted as a used session. Partner and Trio sessions require all participants to be present; missed sessions are charged against the pack regardless of attendance.

## 6. MEDICAL FREEZE (INJURY / ILLNESS)

The Client may pause the pack expiration for up to **30 days per occurrence** with documented injury or illness (physician's note or similar). Freeze requests must be submitted in writing within 7 days of the qualifying event.

## 7. REFUNDS

Refunds for unused sessions are available with **7 days' written notice**, prorated based on remaining unused sessions at the original per-session rate. Used sessions are non-refundable. After the pack expires, no refund is available.

## 8. HYBRID COACHING ADD-ON (OPTIONAL)

The Client may add app-based programming and bi-weekly check-ins for an additional **\$40/month**, billed monthly until canceled. 30 days' written notice required to cancel.

### 9. LIABILITY WAIVER REQUIRED

The Client must execute a separate Liability Waiver and Release prior to the first session. Failure to execute the Waiver voids this Agreement and entitles the Client to a full refund.

### 10. INDEPENDENT CONTRACTOR

MHP provides services as an independent business. Nothing in this Agreement creates an employer-employee, partnership, or fiduciary relationship between the parties.

### 11. CONFIDENTIALITY

MHP will keep all Client health, performance, and personal information confidential and will not share it with third parties without the Client's consent, except as required by law or to provide emergency medical care.

### 12. LIMITATION OF LIABILITY

To the maximum extent permitted by Montana law, MHP's total liability under this Agreement is limited to the amount the Client has paid in the preceding 12 months. This limitation does not apply to claims arising from gross negligence or willful misconduct.

### 13. TERMINATION

Either party may terminate this Agreement on 7 days' written notice. MHP may also terminate immediately for non-payment, conduct that endangers the safety of staff or other clients, or material breach of this Agreement.

### 14. GOVERNING LAW & DISPUTES

This Agreement is governed by the laws of the State of Montana. The parties agree to attempt good-faith mediation in Missoula County before pursuing litigation. Any litigation shall be filed in the courts of Missoula County, Montana.

### 15. ENTIRE AGREEMENT

This Agreement, together with the executed Liability Waiver, constitutes the entire understanding between the parties regarding the services described and supersedes all prior agreements.

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**CLIENT SIGNATURE**

**MHP REPRESENTATIVE**

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Printed Name & Date

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Printed Name & Date