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## Terms and Conditions

### The Parties agree to the following terms and conditions:

Terms\* - 'Client' refers to both the athlete and/or their parent/guardian/carer. As an athlete may be under age to provide consent, the parent will therefore need to sign contract and provide consent on their behalf.

- 1. Online Services.** The Client is engaging HealthKix for personal training services to be provided by the Company's Trainer(s). The Trainer will create an exercise programme geared to the Client's fitness level and experience in order to meet the Client's objectives.
- 2. Medical and Consent.** The Client agrees to inform HealthKix of any and all conditions, medical or otherwise, that may affect the Client's ability to participate in the programme. The Client agrees with the Informed Consent and Assumption of Risk and Release of Liability form below. Any athlete under the age of 13 years must have parental consent and parental access on the Teambuildr app in order for the athlete to have access to the app themselves.
- 3. Online Consultations.** 1-2-1 consultations will last up to 45 minutes via Google Meet. The Client shall provide 24-hour notice of any necessary cancellation of a scheduled consultation. Failure to provide 24-hour notice shall result in the Client being charged the full rate for the cancelled/missed session, therefore not being entitled to another consultation, unless they pay for this (see term 6). The Company and its Trainer(s) will endeavour to also provide the Client 24-hour notice of any scheduled consultation that may need to be cancelled; however, there may be instances where this is not practicable, and such would not constitute breach of this Contract on behalf of the Company.
- 4. Contract Length.** Performance programmes (including nutrition and psychology) will last at least 3 months and will continue unless a notice of cancellation has been received in writing.
- 5. Training Sessions.** Training sessions may include, but are not limited to the following activities: testing of physical fitness; exercise; aerobics and aerobic conditioning; cardiovascular training; weight lifting and training; and stretching.
- 6. Training Package and Payments.** The client is purchasing a monthly/annual performance programme. If the athlete wishes to seek further support (such as a consultation with one of the HealthKix team) during that month without upgrading their programme, they will be charged £75 for each appointment and invoiced separately.
- 7. Indemnity.** The Client agrees to indemnify and hold harmless the Company and its Trainer(s) for any injuries, illnesses, and the like, experienced as a result of the Client's Training Sessions.
- 8. Programme Termination.** Programmes and reports will be produced ahead of schedule. Therefore, if cancelling a programme, you must provide 30 days notice before the billing period, otherwise you will be charged another month. Either Party may terminate this Contract upon 30 days prior to written notice to

the other Party. You agree to commit to a minimum of a 3 month programme. If cancelling prior to this, you will still be charged for the 3 months.

9. **Refunds.** In the event of an injury, sickness, or cancellation, no refunds will be given.
10. **Complaints.** If you have a complaint regarding any HealthKix service, you must put this in writing within 21 days of an event or incident occurring to [info@healthkix.co.uk](mailto:info@healthkix.co.uk).
11. **Photography.** Promotional content including photos and videos of trainees during face to face or online training may occasionally be posted online. By booking onto our services, you agree to the T&C's and privacy policy set out by HealthKix, certifying consent to the use of the photography. If you do not wish to be used on our advertising and marketing content, the [Photographic Opt-Out form](#) must be signed and returned to [info@healthkix.co.uk](mailto:info@healthkix.co.uk).
12. **Warranties.** While HealthKix fully believe exercise, specifically exercise personalised to the Client, is beneficial to the Client's health, they cannot guarantee the results of programmes. HealthKix make no representations and/or warranties that the Client will lose weight, gain muscle mass, be able to engage in any specific physical and/or athletic activity, or will attain any other specific results. HealthKix strongly encourage the Client to follow a healthy diet in conjunction with personal training and continued exercise.
13. **Entire Agreement.** This document reflects the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered, or supplemented except in writing signed by both the Company and the Client.
14. **Dispute Resolution and Legal Fees.** In the event of a dispute arising out of this Contract that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful Party will be entitled to its legal fees, including, but not limited to its solicitors fees.
15. **Confidentiality.** We understand that there may be sensitive and personal information you provide our team in consultations and through our online platform. All documented notes of consultations will remain on HealthKix database and Teambuildr app and only shared amongst the team, the client and their family (if consent is required). HealthKix have the right to share certain information to family or relevant authority/body if we believe there is a risk of harm to our client. If a client/trainee withdraws from their programme, all documentation will be removed from our databases.
16. **Legal and Binding Contract.** This Contract is legally binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Contract.
17. **Severability.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
18. **Waiver.** The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**BY AGREEING TO THE TERMS WHEN APPLYING, THE CLIENT ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND IS SATISFIED WITH THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. THE CLIENT IS ENTITLED TO A COPY OF THIS CONTRACT FOLLOWING AGREEMENT TO TERMS.**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **INFORMED CONSENT AND ASSUMPTION OF RISK AND RELEASE OF LIABILITY**

This Informed Consent and Assumption of Risk and Release of Liability is entered into date from which client agrees to terms when applying for HealthKix services (the "Effective Date") and is material to the Personal Training Contract and is incorporated herein by reference.

Client certifies that Client is of adequate physical condition to participate in physical exercise.

Client certifies that Client assumes the risk of physical injury, whether minor, severe, or otherwise.

Client certifies that Client will disclose to the Trainer whenever suggested activities cause distress beyond Client's threshold.

Client certifies that Client will not hold the Company or its Trainer(s) liable for any physical injury, whether minor, severe, or otherwise that result from Training Sessions.

Client certifies that Client assumes all responsibility for Client's participation in the Training Sessions.

Client understands and hereby acknowledges that they have none of the following:

- High or low blood pressure
- Elevated blood cholesterol
- Diabetes
- Chest pains brought on by physical exertion
- Dizziness or fainting
- A bone, joint or muscular problem
- Asthma or respiratory problems
- Any injury or illness – past or present
- Taking medication
- Or any suitable reason the client should not participate in physical activity.

Client understands that if they present any of the above it is their responsibility to seek medical advice and consult with a doctor before proceeding with any training.

Client understands that the training is designed to improve muscular strength, muscular power, muscular endurance, coordination, mobility and stability. But the client also acknowledges that these activities carry risk of injury. Specifically, with regards to resistance training/strength training, the client understands and acknowledge the potential risks:

- Resistance training involves using body weights or external resistance or other equipment puts stress on the muscles and skeletal system. These activities may result in acute muscle soreness, temporary fatigue, or minor strains or sprains. Additionally, there is a possibility of accidental drops, falls, stumbles, or tripping over equipment which may cause injury.
- Intense or improper resistance training may result in overuse injuries, such as tendonitis or stress fractures, if proper rest and recovery periods are not observed. Inadequate technique or excessive weightlifting loads could contribute to joint or muscle imbalances, potentially leading to chronic pain or musculoskeletal issues in the future. There is always a possibility of injury or long-term risks associated with resistance training.

- Engaging in jumping, landing and rebounding activities, and navigating obstacles, which may result in falls or collisions. These activities can lead to injuries such as bruises, scrapes, sprains, strains, or, in more severe cases, fractures or head injuries.
- Overexertion or pushing beyond one's physical limits can result in muscle strains, ligament sprains, or joint injuries. It is important for participants to listen to their bodies, follow appropriate warm-up and cool-down routines and engage in activities within their physical capabilities.

Client assumes all risks associated with my participation in the training provided by HealthKix. Client hereby release and waive any and all claims against the coaches, their affiliates, agents, employees, and representatives, for any injury or harm they may sustain while participating in the programme.

Client further agrees to indemnify and hold harmless the coaching staff, their affiliates, agents, employees, and representatives, from and against any and all claims, actions, suits, or other proceedings, including solicitors' fees and costs, arising from their participation in the programme.

Client represents and warrant that they are physically able to participate in the training and have been consulted by a medical professional with recommendation to participate in training with any medical conditions or limitations that may affect participation in the programme.

Client understands that this Disclaimer and Release of Liability is a legally binding document and that they are giving up certain rights and remedies that they may have. Client has read this document carefully, and voluntarily agree to its terms and conditions.

Client also understand and agree to be fully respectful and considerate in the HealthKix community. They understand that disrespectful or intolerant behaviour could result in my membership, the training, and community being terminated.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_