

DIAMOND LANE CORPORATION
AGREEMENT FOR
IN-HOME PERSONAL TRAINING OR POST-REHABILITATION SERVICES

Client Information:

Name: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

E-mail (optional): _____

This agreement, along with the attached “Waiver and Release Form” sets out the terms by which Diamond Lane Corporation will provide you with in-home personal training or post-rehabilitation exercise services.

I. DIAMOND LANE CORPORATION DUTIES AND RESPONSIBILITIES

a. **Services Provided.** Diamond Lane Corporation will provide services as indicated below.

_____ **Personal Training** consists of an exercise plan developed and carried out during personal visits and according to your needs. Personal Training may focus on key areas such as strength and flexibility. This service is offered by a personal trainer certified by the American Council on Exercise.

_____ **Post-Rehabilitation Exercise** consists of a rehabilitative plan designed to help you restore functionality, range of motion, and strength following injury, illness, or medical procedures. This service is offered by a post-rehabilitation exercise specialist certified by Professional Fitness Instructor Training.

You understand that these services are non-medical in nature and that Diamond Lane Corporation does not provide in-home health care or medical care.

b. **Schedule.** You are requesting service in your home on the following days and times:

This schedule can be adjusted at any time on mutual agreement.

II. YOUR RESPONSIBILITIES

- a. Payment of Fees. You agree to pay for all services provided by Diamond Lane Corporation at the time that services are provided. Current rates for services are set forth below, and Diamond Lane Corporation will keep you informed of rate changes if any occur.

Weekdays

Service Type _____ Rate Per Session _____

Service Type _____ Rate Per Session _____

Weekends or Holidays

Service Type _____ Rate Per Session _____

Service Type _____ Rate Per Session _____

- b. Care of Valuables. Items of value should be stored carefully out of the way so that Diamond Lane Corporation can provide services without risk of damage to your personal belongings. Diamond Lane Corporation is not liable for loss or damage to personal belongings or any other property while providing in-home services.

III. OTHER IMPORTANT TERMS

- a. Consent and Release. You consent to the service to be provided by Diamond Lane Corporation as stated in this Agreement and agree to the terms of the Waiver and Release of Liability in Section IV.
- b. Termination of Service. Either you or Diamond Lane Corporation may terminate this Agreement and stop services at any time. If you no longer wish to receive services, we ask that you call Diamond Lane Corporation at least one business day prior to your next scheduled session.
- c. Continuity of Service. Diamond Lane Corporation takes precautions to avoid any interruption of personal training or post-rehabilitation services. However, there are times when temporary interruptions occur. You will not be charged when services are not provided.
- d. Survival of Terms. Sections II.a (Payment of Fees), III.a (Consent and Release), and Section IV. (Waiver and Release) shall remain in effect even after termination of this Agreement.

IV. WAIVER AND RELEASE OF LIABILITY

By signing below, you acknowledge that any physical activity, including personal training or post-rehabilitation services, can be strenuous and can subject you to the risk of serious injury. Diamond Lane Corporation urges you to obtain a physical examination from a doctor before participating in any activity with Diamond Lane Corporation. You agree that if you engage in any physical exercise or activity, you do

so **entirely at your own risk**. You agree that you are voluntarily participating in these activities and **assume all risks** of injury, illness or death. This waiver and release of liability includes, without limitation, all injuries which may occur as a result of: (a) your participation in any activity or personal training session and (b) instruction, training, supervision, or recommendations from Diamond Lane Corporation instructors.

You acknowledge that you have carefully read this “waiver and release” and fully understand that it is a **release of liability**. **You expressly agree to completely release and discharge Diamond Lane Corporation from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against Diamond Lane Corporation (including its owners, managers, and employees) for personal injury or property damage. This release also extends to any possible negligence on the part of Diamond Lane Corporation to the extent allowed by law.**

IN NO EVENT SHALL MOVE WITH EASE (OR ITS OWNERS, MANAGERS, OR EMPLOYEES) BE LIABLE TO ANY PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY TYPE, WHETHER FORESEEABLE OR NOT, DUE TO CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If any portion of this waiver and release is deemed by a Court of competent jurisdiction to be invalid, then the remainder shall remain in full force and effect.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified except in writing. The parties signing below enter into this Agreement willfully and with full understanding of its terms. The Client and Diamond Lane Corporation agree to be legally bound by the terms and conditions of this Agreement.

Client

Date

Diamond Lane Corporation

Date