In-Person Training Client Agreement, Liability Waiver & Release

This Agreement is between **Randy Winchester, Vector Physiology Pro** ("Coach", "we", "us") and the client named below ("Client", "you"). Vector Physiology Pro is a brand of Science of Strength LLC. [Change to "Science of Strength LLC d/b/a Vector Physiology Pro" once the fictitious name is filed.] It applies to **in-person training only** (the free 90-minute first session, single sessions and session packs). Online coaching and app subscriptions are covered by the Terms & Conditions at vectorphysiologypro.com and do not require this Agreement. Please read it, complete every section, initial where marked, and sign. Randy will review it with you in person before your first session.

1. Client Information

CLIENT FULL NAME

DATE OF BIRTH

PHONE

EMAIL

ADDRESS (OPTIONAL)

2. Emergency Contact

NAME

RELATIONSHIP

PHONE

3. Services, Locations & Independent Contractor Status

Coach provides in-person strength, conditioning and performance coaching, movement screening and program design ("Services"). New clients start with a free 90-minute first session (intake) covering movement screening, goal setting and program design. Sessions are 30 or 60 minutes and are held at gyms and training facilities where Coach is permitted to train clients, including DMV Iron locations (each a "Host Facility").

Coach is an **independent contractor**. Coach is not an employee, agent or partner of any Host Facility, and **DMV Iron is not affiliated with Vector Physiology Pro**. You agree to follow each Host Facility's rules, check-in, hygiene and equipment policies, and not to train while sick or contagious.

4. Purchases, Payment & Refunds

- In-person sessions are bought as single sessions or 5-, 10- or 20-session packs, paid in full up front through **Stripe** secure checkout (or another method Coach approves). One-time purchases have no recurring billing and no minimum term. Recurring coaching plans are covered in Section 5.
- Current prices, including the optional **+$5 3D Motion Capture** and **+$10 Premium Equipment** add-ons and any Founding Member discount, are listed at **vectorphysiologypro.com/pricing**. The price you pay is the one shown at checkout.
- **Session packs never expire.** Sessions are personal to you and are not transferable without Coach's written consent.
- **Refunds:** you may request a full refund of a pack before your first paid session from it is used. **Once the first session is completed, the pack is non-refundable.** Coach may, at his discretion, freeze or credit sessions for a documented medical issue.
- **Billing questions and disputes:** please contact Coach first at randywin74@gmail.com so we can resolve any problem quickly. You understand the refund policy above, and you agree Coach may provide this Agreement and session records to Stripe or your card issuer in response to a payment dispute. Amounts lawfully owed for Services you received may be pursued as permitted by law.

INITIALS _____ *I understand sessions are paid up front through Stripe, packs never expire, and packs are non-refundable after the first session.*

5. Recurring Coaching Plans: 3-Month Minimum, No Auto-Renewal

This section applies only if you choose a recurring plan (a monthly coaching subscription). It does not apply to one-time sessions or packs.

☐ I am enrolling in a recurring monthly coaching plan (this section applies).

☐ I am buying one-time sessions/packs only (this section does not apply).

PLAN NAME	START DATE	TERM END DATE

- **3-month minimum:** recurring plans carry a minimum commitment of 3 months. You authorize Coach to charge your payment method on file through **Stripe** once per month for the plan price shown at checkout during that 3-month term.
- **No auto-renewal:** billing stops automatically when the term ends. Nothing is charged after the term unless you choose to renew. Coach will contact you before the term ends, and continuing requires your renewal.
- **No late fees.** If a payment fails, Coach will let you know so you can update your payment method. There are no other fees.
- **Early cancellation for good cause:** you may end the minimum term early by written notice (email to randywin74@gmail.com) with reasonable documentation for any of these: (a) relocation more than about 25 miles from the training locations; (b) a medical condition or injury that prevents training, with a physician's note; (c) military deployment or PCS orders; (d) death or permanent disability; or (e) similar hardship, at Coach's discretion. After approved early cancellation, no further monthly charges are made.

INITIALS _____ *I understand the 3-month minimum, that my plan does not auto-renew, and the good-cause early cancellation options.*

6. Scheduling & 24-Hour Cancellation

Sessions are scheduled by mutual agreement. To cancel or reschedule, give at least **24 hours' notice** by text or email. A late cancellation (under 24 hours) or no-show **forfeits that session**, except for a verified medical emergency. If Coach cancels, the session is credited back to you. More than 10 minutes late may shorten the session; it still ends at the scheduled time.

INITIALS _____ *I understand the 24-hour cancellation policy.*

7. Health Questionnaire (PAR-Q style)

Answer each question honestly. A "Yes" does not automatically disqualify you, but Coach may require physician clearance before training.

1. Has a doctor ever said you have a heart condition or high blood pressure?	☐ Yes	☐ No
2. Do you feel pain in your chest at rest, during daily activity, or during exercise?	☐ Yes	☐ No
3. Do you lose balance from dizziness, or have you lost consciousness in the last 12 months?	☐ Yes	☐ No
4. Have you been diagnosed with another chronic medical condition (e.g. diabetes, asthma, epilepsy)?	☐ Yes	☐ No
5. Do you currently take prescription medication for a chronic condition?	☐ Yes	☐ No
6. Do you have a bone, joint or soft-tissue problem (back, knee, shoulder, etc.) that could be made worse by exercise?	☐ Yes	☐ No
7. Have you had surgery, a significant injury, or a concussion in the last 12 months?	☐ Yes	☐ No

8. Are you pregnant, or have you given birth in the last 6 months? ☐ Yes ☐ No

9. Has a doctor ever said you should only do medically supervised physical activity? ☐ Yes ☐ No

IF YOU ANSWERED YES TO ANY QUESTION, EXPLAIN

PHYSICIAN CLEARANCE OBTAINED? (YES / NO / NOT NEEDED)

PHYSICIAN NAME / DATE

You agree to tell Coach promptly about any change in your health, injury, medication or pregnancy, and to stop exercising and tell Coach immediately if you feel pain, dizziness, chest discomfort or shortness of breath.

INITIALS _____ *My answers are true and complete, and I will update Coach if anything changes.*

8. Professional Scope

Coach is a strength and fitness professional, not a physician, physical therapist, registered dietitian or other medical provider. Programs, nutrition guidance and coaching are educational and for physical development, and are not medical diagnosis, treatment or prescription. You should consult your physician before starting any exercise or nutrition program.

9. Assumption of Risk

Strength training, conditioning, athletic and tactical training carry **inherent risks**, including muscle strains and sprains, joint and back injury, fractures, cardiovascular events (including heart attack or stroke), heat illness, injury from equipment failure or from other gym users, and in rare cases serious injury or death. These risks exist even when training is properly supervised. You participate voluntarily and **knowingly accept these risks**. You may stop or modify any exercise at any time, and you agree to use equipment only as instructed.

INITIALS _____ *I have read and understand the risks of training, and I voluntarily accept them.*

10. Release, Waiver & Indemnity

To the **fullest extent permitted by law**, you release and agree not to sue Randy Winchester, Vector Physiology Pro, Science of Strength LLC, and their owners, coaches and contractors, and each **Host Facility** and its owners, managers and staff (together, the "Released Parties"), for any claim, injury, illness, loss or property damage arising from your Services, sessions or presence at a Host Facility, except claims caused by a Released Party's gross negligence or willful misconduct or that cannot be waived under applicable law. You agree to indemnify the Released Parties against claims and reasonable costs caused by your own conduct, your violation of facility rules, or inaccurate health information you provide. Coach is not responsible for lost or stolen personal property.

INITIALS _____ *I understand I am giving up certain legal rights by signing this release.*

11. Media Release (your choice)

Coach may want to use training photos or video for marketing and social media. Choose one. You may change your choice at any time by emailing randywin74@gmail.com; content already published before you opt out does not have to be removed.

☐ YES - I consent to Vector Physiology Pro using photos/video of me for marketing.

☐ NO - do not use my image for marketing.

INITIALS _____ *I have made my media choice above.*

12. 3D Motion Capture & Data-Use Consent

Vision HUD 3D motion capture records **video and biomechanical data** (joint angles, bar path, velocity and movement metrics). It is used to coach you and design your program, and is required only for sessions with the 3D Motion Capture add-on. Data is stored securely, is **never sold**, is shared only with service providers who help run the system, and is used in marketing only if you chose YES in Section 11 (and then without your health information). You may request a copy or deletion of your data at any time by emailing randywin74@gmail.com. See the Privacy Notice at vectorphysiologypro.com.

☐ I consent to 3D motion capture and the data use described above.

☐ I do not consent (no 3D-capture sessions).

INITIALS _____ *I have made my 3D motion capture choice above.*

13. Programs & Intellectual Property

Workouts, programs, templates, app access and other materials provided by Coach remain the property of Vector Physiology Pro and are licensed to you for your personal, non-commercial use only. Please do not share or resell them.

14. Minors

If the Client is under 18, a parent or legal guardian must sign below. The parent/guardian confirms they have read this Agreement, consent to the minor's participation, agree to its terms on the minor's behalf and their own, and will make sure the health information is accurate.

15. General

This Agreement is governed by the laws of the Commonwealth of Virginia, and any dispute will be brought in the courts of Virginia. If any part is found unenforceable, the rest remains in effect and the unenforceable part will be enforced to the maximum extent allowed. This Agreement, together with the website Terms & Conditions, is the entire agreement for in-person training. Electronic signatures and scanned or photographed signed copies are valid. Contact: Randy Winchester, Vector Physiology Pro, randywin74@gmail.com, 440 Monticello Ave Ste 1802 PMB 253181, Norfolk, VA 23510.

16. Signatures

By signing, I confirm I have read this entire Agreement, had the chance to ask questions, and agree to it voluntarily.

CLIENT SIGNATURE	PRINTED NAME	DATE

Parent / guardian (required if Client is under 18):

PARENT/GUARDIAN SIGNATURE	PRINTED NAME & RELATIONSHIP	DATE

Coach: Randy Winchester, Vector Physiology Pro

COACH SIGNATURE	DATE

Return the signed copy by email to randywin74@gmail.com, or bring it to your first session.

This document is a template prepared for review by a Virginia-licensed attorney and is not legal advice.