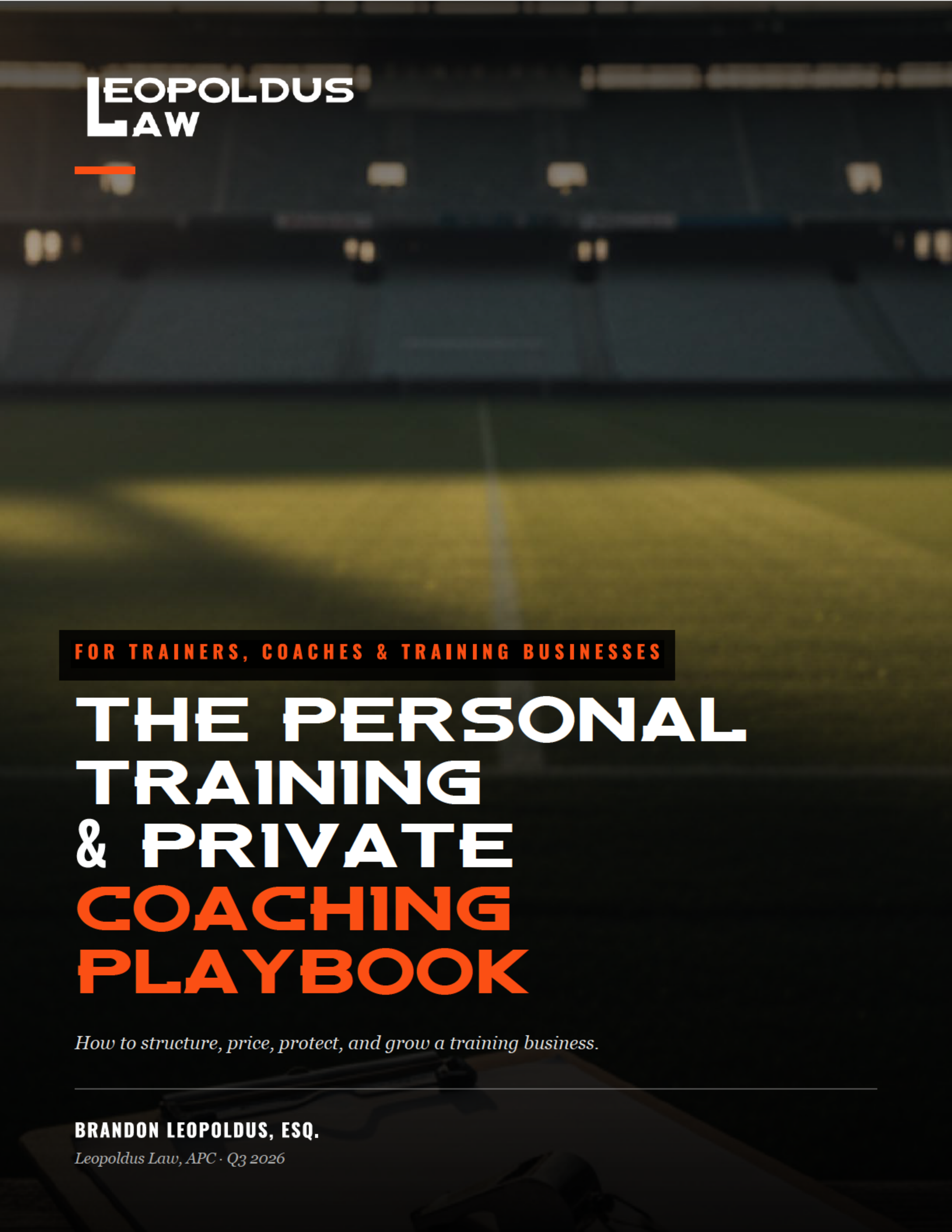

LEOPOLDUS LAW

FOR TRAINERS, COACHES & TRAINING BUSINESSES

THE PERSONAL TRAINING & PRIVATE COACHING PLAYBOOK

How to structure, price, protect, and grow a training business.

BRANDON LEOPOLDUS, ESQ.

Leopoldus Law, APC · Q3 2026

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THE WORKOUT IS THE PRODUCT. THE STRUCTURE IS THE BUSINESS.

BRANDON LEOPOLDUS, ESQ.

Founder, Leopoldus Law, APC. Former professional baseball umpire.

ABOUT THIS PLAYBOOK

BUILD A TRAINING BUSINESS THAT SURVIVES ITS FIRST BAD DAY.

This playbook explains how to build and run a personal training, position coaching, or private fitness business that holds up when something goes wrong. It is written for the operator: the trainer or coach who has to decide what to charge, what to sign, what to carry, and whom to hire, and who does not have a general counsel down the hall. You get the plain-language instruction and the underlying authority a lawyer would rely on.

Read the obligation as a stack, not a single rule. Four layers apply simultaneously: the entity you formed, the contract you signed, the insurance you bought, and the state law that governs the transaction. Most trainers get one or two right and assume they are covered. Satisfying one layer never excuses the others.

How to use it. The chapters run in the order you actually build: model, entity, credentials, contract, statute, waiver, minors, insurance, price, and growth. Chapters 5 and 7 are the two most operators have never read, and they are where the largest avoidable losses live. The Reference section at the back gives you scenarios, a glossary, and a list of the mistakes that cost the most money.

BRANDON LEOPOLDUS, ESQ.

Founder, Leopoldus Law, APC · Adjunct Professor of Sports Law, Loyola Law School, Los Angeles · Board Director, Sports Lawyers Association

A word on currency. *This area moves. The FTC's click-to-cancel rule was vacated in July 2025 and the agency reopened the rulemaking in March 2026; the Department of Labor reverted its contractor-classification enforcement in May 2025 and proposed a replacement rule in February 2026; states amend their auto-renewal and health studio statutes every session. This is an educational business and compliance guide, not a substitute for engagement of counsel in a specific matter. It does not create an attorney-client relationship. Verify the live statute, fee schedule, and policy form before you rely on any specific number in this guide.*

THE GOVERNING PRINCIPLE

EVERY TRAINER WHO LOST THE BUSINESS LOST IT OFF THE FLOOR.

NOT ON IT.

THE PERSONAL TRAINING & PRIVATE COACHING PLAYBOOK

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CHAPTER ONE

1

THE BUSINESS YOU ARE ACTUALLY IN

The four revenue engines, and the ceiling every trainer hits.

YOU ARE SELLING HOURS, AND HOURS RUN OUT

A training business is a capacity business. You sell a finite number of hours at a price, and every strategic decision you make is a decision about one of four variables: the rate you charge, the number of people paying for the same hour, how long a client stays, and how much revenue you earn without standing on the floor.

Most trainers optimize only the first variable, discover that the market caps it, and conclude the business does not work. The business works. The model has to change before the calendar fills, not after.

THE FOUR ENGINES

1 **ONE TO ONE.** The highest rate per client and the lowest rate per hour. It builds reputation and referral, and it caps hard at roughly 20-25 quality sessions a week before delivery quality falls.

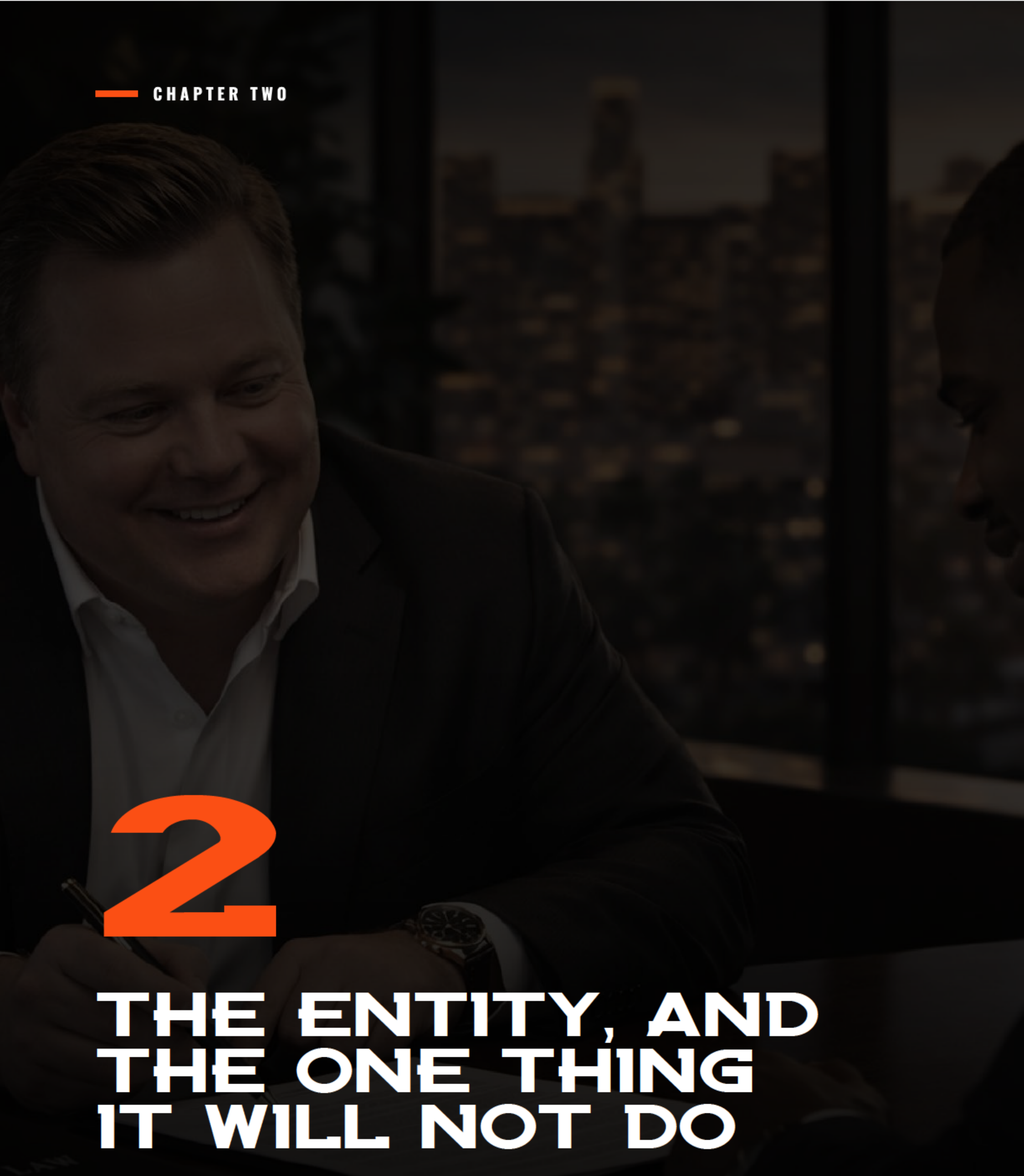
2 **SEMI-PRIVATE AND SMALL GROUP.** Two to five clients in the same hour at a reduced individual rate. This is the single largest lever most trainers never pull, because three clients at half your rate produce more per hour than one at full rate.

3 **PROGRAMMING AND REMOTE COACHING.** You sell the plan and the accountability rather than your physical presence. Margin is high, delivery scales, and the legal profile changes: multi-state clients, data privacy, and auto-renewal law all attach.

4 **CONTRACTED COACHING AND CLINICS.** Position coaching, club and school contracts, camps, corporate wellness, and league work. Paid by an organization rather than a consumer, so the contract, the insurance certificate, and the classification analysis all shift.

DID YOU KNOW?

Retention beats acquisition on pure math. A client who stays 18 months instead of six is worth three new clients you never had to market to, and costs you nothing to acquire.



CHAPTER TWO

2

THE ENTITY, AND THE ONE THING IT WILL NOT DO

Why an LLC never protects you from your own hands.

AN LLC PROTECTS YOU FROM EVERYONE EXCEPT YOURSELF

Form the entity. A single-member LLC is the right default for almost every trainer: it separates business obligations from personal assets, it costs little, it taxes as a pass-through by default, and it signals to gyms, schools, and corporate clients that they are contracting with a business.

Understand its limit. A member of an LLC remains personally liable for torts that member personally commits. Courts state the rule plainly: the liability shield protects a member from vicarious liability for the entity and for other people, not from that member's own conduct.[31] If you cue a lift badly and a client tears a rotator cuff, the plaintiff sues you and the LLC together, and the entity does not stand between your conduct and your personal assets.

> **THE LLC PROTECTS YOU FROM YOUR SECOND TRAINER. INSURANCE PROTECTS YOU FROM YOUR OWN HANDS.**

WHAT THE ENTITY ACTUALLY BUYS YOU

- **Contract and lease exposure.** A studio lease, an equipment loan, a vendor agreement, or a defaulted obligation stays with the entity if you signed as the entity and did not personally guarantee it.
- **Vicarious liability.** When you hire a second trainer, the entity absorbs the claim arising from that trainer's session. This is the moment an LLC stops being optional.
- **Credibility and contracting.** Institutional clients want to contract with an entity, carry a certificate naming an entity, and issue a Form 1099 to an entity.
- **Tax elections.** Once net profit reliably clears roughly $60,000-80,000, an S-corporation election can reduce self-employment tax on distributions above a reasonable salary. Run the math with an accountant before electing, because payroll and compliance costs eat the benefit at lower numbers.

THE FORMALITIES THAT KEEP THE SHIELD

Open a separate business bank account and never pay a personal expense from it. Capitalize the entity with real money. Sign every contract in the entity's name and in your title (i.e., "Joe Blow, President"), not your own name. Adopt a written operating agreement even as a single member, because in litigation its absence is the first argument for disregarding the entity. If you train clients in a state where you are not organized, check whether that state requires foreign qualification before you invoice there.

THE PAIRING

Entity and insurance are not alternatives. The entity handles the claims arising from other people and from contracts. Professional liability handles the claim arising from your own instruction. A trainer with one and not the other is exposed at the exact point of highest risk.

CHAPTER THREE

3

CREDENTIALS, TITLES, AND THE SCOPE LINE

The words that create liability before anyone gets hurt.

NO STATE LICENSES YOU, AND THAT CUTS BOTH WAYS

No United States jurisdiction currently licenses or registers personal trainers. The District of Columbia came closest, enacting a personal fitness trainer registration provision in 2014 that was never implemented and was formally repealed effective July 19, 2024.[1] The practical consequence is that your credential is a market and evidentiary signal rather than a legal permission slip.

Certification still matters commercially and in litigation. Accreditation by the National Commission for Certifying Agencies is the recognized baseline: NASM, ACE, ACSM, NSCA, NCSF, NFPT, NESTA, and NCCPT all hold it. Note one trap in the market. The traditional flagship ISSA personal trainer exam is not itself accredited by that body, although ISSA offers an accredited proctored track through NCCPT. Know which exam you passed before you describe yourself as accredited.

FOUR LINES YOU CANNOT CROSS

The athletic trainer title. Athletic training is regulated in all 50 states and the District of Columbia, and California closed the last gap with title protection at Business and Professions Code section 2529.8.1. Texas makes it unlawful to hold yourself out as an athletic trainer without a license, with penalties attaching to the title use alone.[2] Calling yourself an "athletic trainer" or putting "AT" after your name is a violation independent of anything you do with a client.

Nutrition. A group of states reserve medical nutrition therapy to licensed dietitians and nutritionists, including Delaware, the District of Columbia, Florida, Georgia, Illinois, Maryland, Montana, Nebraska, New Jersey, North Carolina, North Dakota, and Tennessee. Georgia, Montana, and Tennessee tightened their statutes between 2025 and 2026, so the trend is toward more regulation.[3] General nutrition education and wellness-oriented guidance remain available to a trainer. Diagnosing, treating, or managing a medical condition through diet does not.

Rehabilitation. The line is treatment. Once a client is post-surgical, acutely injured, or carrying a diagnosed pathology, and your work aims at resolving that condition, you are close to practicing physical therapy without a license. Dry needling is reserved to licensed professions everywhere, and four states classify it as acupuncture even for physical therapists.[4] Manual therapy, electrical stimulation, and cupping raise the same exposure when you frame them as treatment.

Soft tissue and assisted stretching. A 2025 Nevada Attorney General opinion drew a usable bright line: assisted stretching that applies manual pressure to muscle or soft tissue can require a massage therapy license, while guided movement without applied pressure does not.[5] Assume other boards will reason similarly.

SUPPLEMENTS, AND THE ATHLETE PROBLEM

If you sell or recommend supplements you inherit two regulators. The Food and Drug Administration governs labeling claims, and the Federal Trade Commission requires competent and reliable scientific evidence for health claims, meaning human clinical evidence matching the actual product and dose. Testimonials do not substitute for substantiation, and a disclaimer does not cure an unsupported claim.[6]

For any drug-tested athlete the exposure is categorically different. Anti-doping rules impose strict liability: the athlete answers for whatever is in their system regardless of intent, and a contaminated but lawfully purchased product still produces a violation. Third-party certification such as NSF Certified for Sport significantly reduces that risk but does not eliminate it, and the agencies say so themselves.[7] Recommend accordingly, document the recommendation, and never hand an athlete a product you have not verified.

STANDARD OF CARE

Current CPR and AED certification is not a license requirement anywhere, but it is the practical standard of care and a condition of most facility access. California requires automated external defibrillators in health studios with no small-studio exemption, and roughly fifteen states impose comparable mandates.[8] An in-home or mobile trainer usually falls outside those facility statutes, and should carry the certification anyway.

IF YOU EXCEEDED YOUR SCOPE, THE INJURY IS THE SECOND PROBLEM.

CHAPTER FOUR

4

THE CLIENT AGREEMENT: 12 TERMS

What has to be in the document you use every day.

ONE DOCUMENT, USED EVERY TIME, SIGNED BEFORE THE FIRST REP

Most training businesses run on a booking-app checkbox and a one-page waiver downloaded years ago. That document does two jobs badly and eight jobs not at all. A real client agreement is short, plain, and complete, and the client signs it before the first session, not after the first problem.

TERM	WHAT IT HAS TO DO
Scope of services	Describe what you provide and, expressly, what you do not: no medical advice, no diagnosis, no rehabilitation, no individualized medical nutrition therapy.
Term and expiration	State the term, whether sessions expire, and when. Silence here is how you end up honoring a package bought four years ago.
Fees and payment authorization	Rate, package price, payment method, card-on-file authorization, failed-payment consequences, and who bears processing fees.
Cancellation and no-show	The window, the consequence, and the exception. Enforce it consistently or lose it.
Refunds and unused sessions	Your policy in writing, and it must fit the state rules in Chapter 5.
Health disclosure and clearance	A completed screening questionnaire, disclosure of conditions and medications, and an affirmative duty to update you when anything changes.
Assumption of risk	A separate clause identifying the specific inherent risks of resistance training, conditioning, and exertion.
Release of liability	Conspicuous, standalone, separately signed, and drafted to the state rules in Chapter 6.
Media and content license	Permission to photograph and post, revocable or not, and what happens to content already published.
Confidentiality and data	What health information you collect, how you store it, and who sees it. Consumer health data statutes now reach intake forms.
Intellectual property	You own the programming, the templates, and the content. The client receives a personal, non-transferable license to use them.
Disputes	Governing law, venue, whether you arbitrate, and who pays fees. Small-claims carve-outs are worth keeping.

PREPAID MONEY IS NOT REVENUE

A 20-session package paid in advance is a liability on your books until the sessions are delivered. Trainers who spend it as income discover the problem when a client moves away and demands a refund for fourteen unused sessions, or when a state statute makes that refund mandatory.

CHAPTER FIVE

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THE STATUTE MOST TRAINERS HAVE NEVER READ

Health studio contract acts, and the safe harbor out of them.

WRITTEN FOR GYMS, DRAFTED BROADLY ENOUGH TO CATCH YOU

Nearly every state regulates health club, health studio, health spa, or physical fitness services contracts. Trainers assume these statutes apply only to facilities. The definitional language in a number of states is disjunctive, reaching anyone who offers instruction, training, or assistance in physical fitness, whether or not they operate a facility.

THE STATES WHOSE DEFINITIONS REACH AN INDIVIDUAL

New York defines a health club as any business enterprise offering "instruction, training or assistance or the facilities" for physical fitness.[9] Massachusetts uses parallel language.[10] California's Health Studio Services Contract Law reaches contracts for "instruction, training or assistance in physical culture, body building, exercising, reducing, figure development."[11] Ohio's prepaid entertainment contract statute and the Illinois Physical Fitness Services Act are written broadly enough to raise the same question.[12] In each, offering instruction alone can satisfy the definition.

Two states go the other way and exclude you by name. Florida's statute states that a health studio "does not include an individual acting as a personal trainer," defined as someone who maintains no established business location for the program, provides equipment only incidentally, and accepts no advance payment more than thirty days out.[13] Tennessee excludes any agreement for personal training services outright.[14]

BILL MONTHLY. HOLD NOTHING. NEVER USE THE WORD MEMBERSHIP.

WHAT THE STATUTES ACTUALLY REQUIRE[15]

STATE	WHAT CAN ATTACH
Texas	Registration with the Secretary of State and a bond of $20,000 to $50,000, unless you never offer contracts, prepayment, or recurring debits exceeding 31 days.
Florida	Registration with the Department of Agriculture and Consumer Services and a $25,000 bond, reducible to $10,000 while outstanding contracts stay under $5,000, and avoidable by selling only contracts of thirty days or less with no renewal option.
New York	Security of $50,000 to $150,000 or more, a 36-month term cap, a $3,600 annual prepayment cap, and a 12-point bold cancellation notice under two required captions. Exempt if total payments stay at or below $150, or on true month-to-month terms with no auto-renewal.
California	Three-year term cap, a 14-point type disclosure above the signature line, a 10-point bold cancellation notice, and a tiered cancellation window that grows with contract price. No registration or bond.
Virginia	Bond of $10,000 to $300,000, avoidable by billing monthly with an initiation fee of $125 or less.
Pennsylvania	Registration with the Bureau of Consumer Protection and a bond of $25,000 to $200,000, triggered by contracts longer than three months.
Wisconsin	Financial responsibility of at least $25,000, triggered only by collecting more than $100 per buyer before services are rendered.
Illinois	One-year term cap, three-business-day cancellation right, treble damages and fees for violations.

The penalty is not a fine. In California, New York, and Illinois a noncompliant contract is void and unenforceable, and the buyer can recover treble (3x) damages and attorney fees. You do not merely lose the argument; you lose the contract, refund the money, and pay the other side's lawyer.

THE SAFE HARBOR

One structure keeps a solo trainer outside the operative trigger in essentially every state surveyed. Bill per session or month to month. Never collect more than roughly 30-days of fees in advance, and in the low-threshold states keep advance collection under the dollar trigger, which runs between one hundred and one hundred fifty dollars in New York, Virginia, and Wisconsin. Do not sell facility access. Do not call anything a membership. If you want the cash-flow benefit of packages, take the package price monthly rather than up front, and you keep the commitment without the statute.

CHAPTER SIX

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WAIVERS: WHERE THEY HOLD, WHERE THEY ARE PAPER

The states that void them, and the drafting that saves them.

A WAIVER IS A DEFENSE, NOT A FORCE FIELD

In most states a properly drafted pre-injury release bars a claim for ordinary negligence in a recreational or fitness setting. Nowhere does it bar a claim for gross negligence, recklessness, or willful misconduct, and courts read the grant narrowly and the public-policy exception broadly.[16]

THE STATES WHERE THE RELEASE DOES NOT SAVE YOU

New York. General Obligations Law section 5-326 voids any release given to the operator of a pool, gymnasium, or place of amusement or recreation that charges a fee. Courts recognize a narrow exception where the business is primarily instructional rather than recreational, which gives a dedicated one-to-one training studio an argument, but a trainer operating inside a commercial gym should assume the release is void.[17]

Louisiana. Civil Code article 2004 nullifies any clause that excludes liability in advance for causing physical injury. There is no drafting around it.

Montana. Code section 28-2-702 voids contracts exempting a party from responsibility for willful injury or violation of law, and Montana courts read it expansively.

Virginia. Pre-injury personal-injury releases have been void as against public policy since *Hiett v. Lake Barcroft Community Association* in 1992, on a rule tracing to 1890.

Connecticut and Vermont. No flat statutory bar, but *Hanks*, *Reardon*, and *Dalury* have made broad consumer recreational releases very hard to enforce, and Connecticut trial courts have applied that reasoning to strike a commercial gym waiver.

THE DRAFTING THAT DECIDES THE REST

Where releases are enforceable, they fail on execution far more often than on doctrine. Make the release conspicuous, with its own heading and its own signature or initial line. Do not bury it inside a membership form or a booking app checkout. Use the word “negligence” expressly, because several states require it and none penalize it. Write it so a person untrained in law understands what they are giving up. Keep the scope tied to the activity rather than sweeping in “any and all claims,” which is how the Wisconsin Supreme Court struck a fitness center release, and how the Oregon Supreme Court found a non-negotiable recreational release unconscionable.[18]

RUN ASSUMPTION OF RISK ALONGSIDE IT

Assumption of risk is a separate doctrine and a separate defense that survives when the release does not. California’s standard instruction, drawn from *Kahn v. East Side Union High School District*, holds a coach or trainer liable only where they intentionally injured the client or unreasonably increased the risks inherent in the activity. That is a powerful defense, and it does not depend on the release being enforceable.[18]

IN A VOID-WAIVER STATE YOUR RELEASE STILL DOCUMENTS DISCLOSURE AND CONSENT.

CHAPTER SEVEN

7

MINORS: THE HIGHEST-EXPOSURE CLIENT YOU HAVE

Two separate legal questions, and the protocols that matter more.

WHO SIGNS, AND WHOSE CLAIM GETS WAIVED, ARE DIFFERENT QUESTIONS

If you train youth athletes, the single most valuable thing you can understand is that a minor client raises two independent legal problems, and solving one does nothing for the other.

QUESTION ONE: WHO CONTRACTS

A minor's contract is voidable at the minor's election. A minor can disaffirm during minority or within a reasonable time after reaching majority and seek back what was paid. The fix is structural and simple. Make the parent or legal guardian the contracting party and the payor on every document. Have the minor sign a separate assent acknowledging the rules and the risks, which binds nothing contractually but is genuinely useful evidence on assumption of risk.

QUESTION TWO: WHOSE CLAIM GETS WAIVED

Whether a parent can waive a minor child's own future negligence claim splits the country, and the split is real rather than academic.[19]

ENFORCEABLE	NOT ENFORCEABLE
California (*Hohe v. San Diego Unified School District*)	New Jersey (*Hojnowski v. Vans Skate Park*)
Colorado (Revised Statutes section 13-22-107, by statute)	Michigan (*Woodman v. Kera LLC*)
Florida (Statutes section 744.301(3), with a mandatory notice form)	Washington (*Wagenblast v. Odessa School District*)
Alaska (Statutes section 09.65.292)	Utah (*Hawkins v. Peart*; *Rutherford v. Talisker Canyon*)
Massachusetts (*Sharon v. City of Newton*)	Tennessee (*Childress v. Madison County*)
Minnesota (*Moore v. Minnesota Baseball Instructional School*)	Illinois (*Meyer v. Naperville Manner*)
Ohio, for nonprofit and volunteer programs (*Zivich v. Mentor Soccer Club*)	Texas (*Munoz v. II Jaz*; *Paz* and *McClure v. Life Time Fitness*)

Maine, New Mexico, Oregon, Vermont, and Wisconsin are genuinely unsettled, and secondary surveys disagree on Connecticut and Pennsylvania. Confirm the current rule in your state before you rely on a parental release.

Minnesota is worth noting on its own. *Moore* upheld a parental waiver for a commercial baseball instructional camp, reasoning that instructional services are not a practical necessity. That is the closest authority in the country to a for-profit private coaching business.

REPORTING, SCREENING, AND THE GAP NOBODY EXPECTS

Indiana, New Jersey, North Carolina, and Wyoming require every adult to report suspected child abuse, so your occupation is irrelevant there. Illinois names recreation and athletic program and facility personnel as mandated reporters. California is the surprise: its coach-specific mandated reporter categories are tied to employment by a school or postsecondary institution, which means an independent private trainer coaching minors likely falls outside those provisions.[20] That is a gap, not a permission.

California's Assembly Bill 506 requires youth service organizations to run background checks, train staff, and keep at least two mandated reporters present around children, but its organizational definition does not clearly address a sole proprietor. Pennsylvania's Act 153 clearance regime is framed around the activity rather than the employer and expressly reaches independent contractors who care for or supervise children, making it the strongest example of a background-check rule that catches a private coach.[20]

One myth is worth killing. The federal Safe Sport framework and the United States Center for SafeSport reach the Olympic and Paralympic movement: national governing bodies, their local affiliates, and the people they authorize. An independent position coach with no governing-body affiliation sits outside that jurisdiction entirely, and outside the federal reporting duty tied to it.[21] Your obligations come from state law.

ADOPT THE STRONGEST STANDARD, NOT YOUR STATE'S

Train in observable and interruptible settings. No closed doors, no solo transportation, no private direct messages with a minor. Copy a parent on every communication. Run a criminal background check on yourself and on everyone you hire, and keep the records. Get written photo and video consent. Carry sexual abuse and molestation coverage. None of this is optional once minors are on your schedule, whatever your state requires.

CHAPTER EIGHT

8

INSURANCE: THE COVERAGE THAT ACTUALLY RESPONDS

The exclusion, not the limit, decides whether you are covered.

READ THE EXCLUSIONS BEFORE YOU COMPARE THE PREMIUMS

Most trainers buy a cheap general liability policy from a small-business marketplace and believe they are covered. Then a client is injured performing an exercise the trainer prescribed, and two problems surface at once. General liability covers premises and operations, not professional judgment. And many general policies carry the athletic participant exclusion, a standard endorsement that removes bodily injury to anyone practicing for or participating in an athletic activity the insured sponsors. Applied to a training business, that exclusion removes the only claim you were ever going to have.

COVERAGE	WHAT IT DOES, AND THE CATCH
General liability	Third-party injury and property damage: a client trips, a plate lands on a foot. Watch for the athletic participant exclusion. Fitness-specific carriers do not apply it.
Professional liability	The core exposure: negligent instruction, programming, cueing, and supervision. This is the policy that answers your own hands.
Sexual abuse and molestation	Frequently excluded from base policies and offered as a sublimited endorsement. Non-negotiable if you train minors. Verify the sublimit, not just the presence.
Product liability	Attaches the moment you sell or resell a supplement, a band, or a device. Confirm it is in the form, not assumed.
Equipment and property	Owned equipment, and for mobile trainers, equipment in transit. Scheduled items only in most forms.
Hired and non-owned auto	Your personal auto policy excludes business use. If you drive to clients, this gap is real and cheap to close.
Workers compensation	Required at the first employee in most states, with higher thresholds in a minority. Independent contractors do not close this exposure if the classification is wrong.
Cyber	Client health intake, payment data, and an online coaching platform. Consumer health data statutes have made this a live exposure.
Umbrella	Excess limits over the underlying policies. Follows form, so it inherits every exclusion beneath it.

CLAIMS-MADE, OCCURRENCE, AND THE TAIL

An occurrence policy covers an incident that happened during the policy period no matter when the claim arrives. A claims-made policy covers only claims filed while the policy is active or during a purchased extended reporting period. A trainer who switches carriers, retires, or lets a claims-made policy lapse without buying tail coverage can be entirely uninsured for conduct that was fully insured when it occurred. Ask which form you have. Most trainers do not know.

WHAT INSTITUTIONS WILL DEMAND

A school district, park district, club, or corporate client will require a certificate of insurance, additional insured status by endorsement, waiver of subrogation on both liability and workers compensation, and primary and noncontributory wording. Limits of $1,000,000 per occurrence and $3,000,000 aggregate are the market baseline for solo trainers; institutional contracts commonly require $2,000,000 and $4,000,000. Demand exactly the same package from any trainer you subcontract, and collect the certificate before their first session, not after.

THE MARKET

A fitness-specific policy at one million per occurrence and three million aggregate, combining general and professional liability, runs roughly $130 to $200 a year for a solo trainer in the current market. Sexual abuse and molestation endorsements add roughly $120 to $175. Against a single defended claim, this is the cheapest decision in the entire business.

THE EXCLUSION, NOT THE LIMIT, DECIDES WHETHER A POLICY RESPONDS.

CHAPTER NINE

9

PRICING: BUILDING A NUMBER THAT SURVIVES

Start from your ceiling, not from the trainer down the street.

COMPETITOR PRICING TELLS YOU NOTHING ABOUT YOUR COSTS

The rate you can defend is built from your own numbers: what you need to earn, what the business costs to run, what you owe in tax, and how many sessions you can realistically deliver. Everything above that floor is positioning. Everything below it is a slow loss you will not notice for two years.

INPUT	WORKED EXAMPLE
Owner income target	$90,000
Operating costs (insurance, space, software, marketing, continuing education, accounting, equipment)	$17,800
Tax reserve at 30 percent	$27,000
Required annual collections	$134,800
Realistic delivery: 22 sessions per week across 46 working weeks	1,012 sessions
Floor rate per session	**$133**
Same target at 15 sessions per week	**$195**

That second-to-last line is the biggest lesson. Two trainers with identical income targets need wildly different rates depending on delivery capacity, and capacity is a function of scheduling density, travel, and burnout, not ambition.

THREE LEVERS THAT BEAT RAISING YOUR RATE

Density. Three semi-private clients at $65 produce $195 for the same hour that one client at $135 produces. The clients pay less, you earn more, and adherence often improves.

Retention. Extending average tenure from six months to eighteen triples client lifetime value with no marketing spend and no additional hour on the floor.

Non-hour revenue. Programming, remote coaching, group programs, and contracted clinic or club work all break the link between your calendar and your income.

WHAT DISCOUNTING ACTUALLY COSTS

At a $135 rate, a twenty percent discount gives away $27 a session. Across a full year of 1,012 sessions that is $27,324, which is the entire tax reserve in the example on the previous page. Discount deliberately and briefly, for a defined reason, with an end date in writing. Never discount to win a price objection, because the client who bought on price leaves on price.

RAISING RATES WITHOUT LOSING THE ROSTER

Give 60-days of written notice. Grandfather existing clients for a defined window rather than forever. Raise new-client pricing first and let the roster reprice on natural turnover. Expect to lose a small number of clients, and run the math before you flinch: a 10% increase survives losing nine percent of the roster with revenue flat and your calendar lighter.

RECURRING BILLING IS REGULATED NOW

If you auto-renew anything, build to the strictest state. California requires affirmative consent to renewal terms, clear disclosure before charging, cancellation at least as easy as sign-up including online cancellation for online sign-ups, and retention of consent records.[22] New York, Colorado, and Virginia have comparable regimes. The federal click-to-cancel rule was vacated in 2025 and the rulemaking reopened in 2026, but the Restore Online Shoppers' Confidence Act and Section 5 of the FTC Act still govern, and the agency still enforces them.[23]

CHAPTER TEN

10

WHERE YOU WORK, AND WHO WORKS FOR YOU

Gyms, classification, client ownership, and marketing law.

YOU CANNOT OWN THE CLIENT, BUT YOU CAN OWN EVERYTHING ELSE

Where you deliver sessions changes your legal profile more than what you deliver. Employment at a gym, contracting at a gym, renting space, owning a studio, training in homes, working in public parks, and coaching online each carry a different set of rules.

WHEN YOU ARE THE CONTRACTOR

The federal test is in motion. The Department of Labor's 2024 classification rule remains in the Code of Federal Regulations and still matters in private litigation, but the agency announced in May 2025 that it would stop applying it in enforcement and revert to the traditional economic reality test, then proposed a replacement rule in February 2026 that has not been finalized.[24] Assume the economic reality factors govern an audit today.

State law is the harder constraint. California applies the ABC test, and personal trainers have no exemption from it. Prong B asks whether the work falls outside the usual course of the hiring entity's business, and training is the usual course of a training business, so most gym-and-trainer contractor arrangements in California fail on that prong alone.[25] Massachusetts, New Jersey, and Connecticut apply comparable tests. When you hire your second trainer, run this analysis before you write the first check.

WHO KEEPS THE CLIENT

In California, non-competes are void, and the statute goes further: enforcing or even including one is unlawful regardless of where the contract was signed, with a private right of action for the employee.[26] The federal non-compete ban never took effect, was vacated in 2024, and the Commission removed it from the Code of Federal Regulations in February 2026.[27]

So stop trying to build a wall around the person. Build the protections that actually hold: written confidentiality obligations, trade secret protection for your client list and pricing, assignment of intellectual property in programming created for the business, reasonable limits on active solicitation where state law permits them, and a clean, documented offboarding when someone leaves. You cannot stop a trainer from leaving. You can stop your program library and your client data from leaving with them.

YOU CANNOT WALL IN A PERSON. WALL IN THE PROGRAM AND THE DATA.

MARKETING, TEXTING, AND DATA

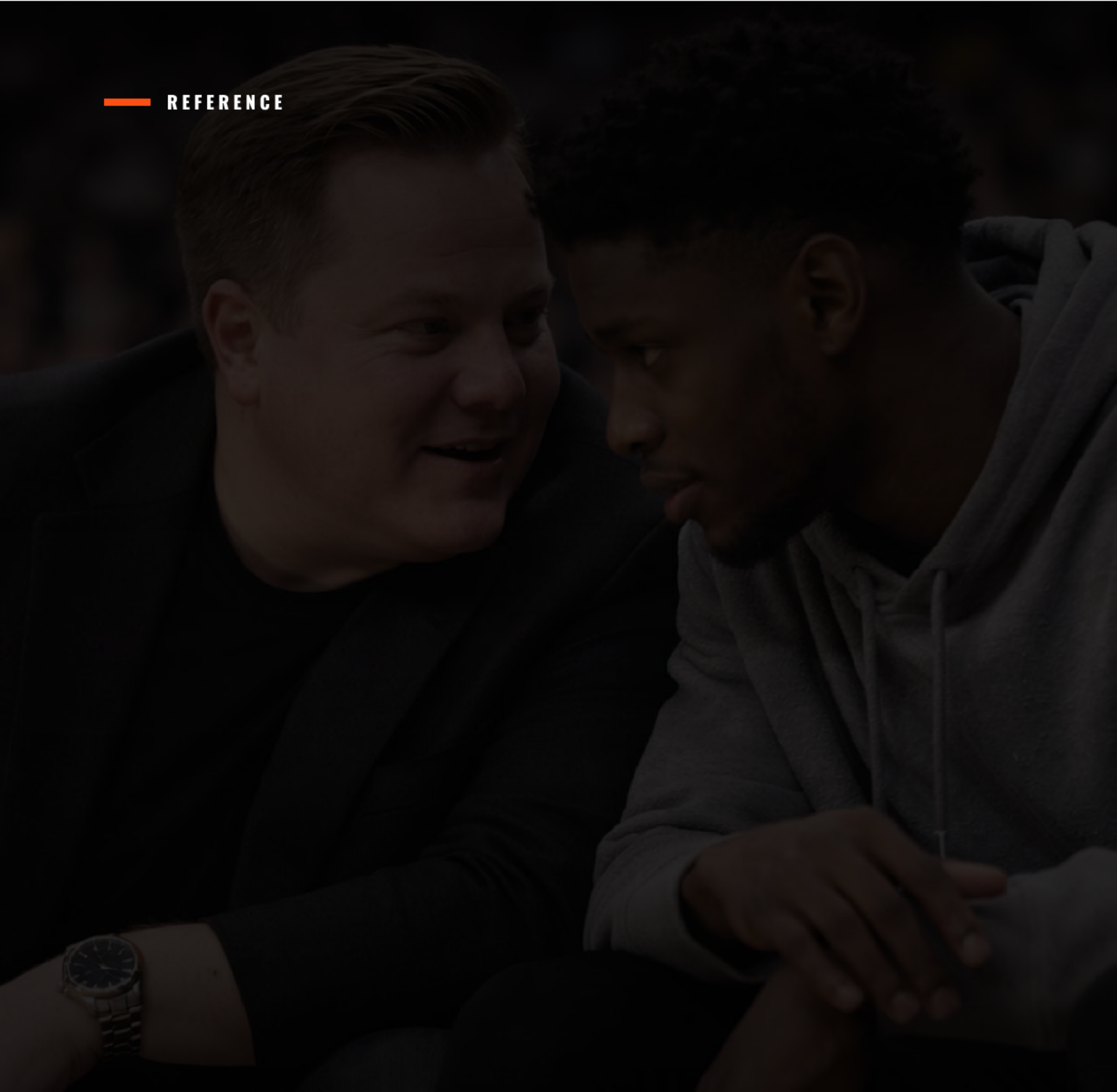
Testimonials and transformations. Endorsements must reflect real experience, material connections must be disclosed on every post, and an atypical before-and-after requires a clear statement of what results are generally expected. The FTC rule on consumer reviews took effect in October 2024 and bans fabricated reviews, incentivized positive reviews, undisclosed insider reviews, and review suppression.[28]

Texting clients. Get written consent for promotional texts, honor STOP and its equivalents, and process a revocation within ten business days. The broader rule treating any revocation as revoking consent across all your messaging takes effect January 31, 2027.[29]

Intake and app data. Washington's My Health My Data Act reaches consumer health data far beyond medical providers, covers injury history and fitness intake, and carries a private right of action through the state consumer protection act. Nevada's analog is enforced only by its attorney general.[30] If you train or coach anyone in those states, your intake form is regulated data.

THE WAGE AND HOUR TRAP FOR YOUR TRAINERS

Program design, client communication, travel between clients, and required meetings are compensable hours for an employee trainer. Paying only for delivered sessions is the most common wage claim in this industry, and it is almost always a class of employees rather than one.



REFERENCE

SCENARIOS FROM THE FIELD

Scenarios, frequently asked questions, a glossary, the ten mistakes that cost the most money, and the sources behind every citation.

REFERENCE

SCENARIOS FROM THE FIELD

Composites, stripped of identifying detail, to show how these problems actually arrive.

THE PACKAGE THAT BECAME A REFUND

A trainer sold 20-session packages paid in full, spent the money in the month collected, and had 11 clients with unused sessions when he moved cities. The contract was silent on expiration and refunds. He refunded roughly $19,000 he no longer had. The problem was never the move. It was booking deferred revenue as income.

THE EXCLUSION NOBODY READ

A trainer carried a $1,000,000 general liability policy bought online for $11 dollars a month. A client dropped a barbell during a prescribed lift and the carrier denied on the athletic participant exclusion, then denied again because instruction is professional liability, not general liability. She was insured for everything except the only thing that happened.

THE WAIVER THAT DID ITS SECOND JOB

A trainer in a void-waiver state was sued after a client tore an Achilles during a plyometric progression. The release was unenforceable, exactly as expected. What survived was the signed assumption-of-risk acknowledgment, the intake form disclosing a prior tendon injury, and the note that the client had not disclosed a change in medication. The release lost, but the file won.

THE SECOND TRAINER

A studio owner classified three trainers as contractors, paid per session, and required them to use his programming, wear his branding, and work his schedule. A state audit reclassified all three. He owed back payroll taxes, unpaid overtime for programming and travel time, penalties, and interest, and the exposure was three trainers deep rather than one.

REFERENCE

FREQUENTLY ASKED QUESTIONS

DO I NEED AN LLC?

You need one before you hire anyone, lease space, or contract with an organization. What it will not do is protect you from a claim about your own instruction, which is what insurance is for.

CAN I SELL A DISCOUNTED 12-MONTH PACKAGE?

You can, and in several states doing so pulls you into a health studio contract statute with registration, bonding, term caps, and notice requirements, and a noncompliant contract is void with treble damages. Bill monthly instead and keep the commitment without the statute.

AM I A MANDATED REPORTER?

In four states every adult is. In others it turns on whether you are employed by a school or a covered program, and a private trainer can fall outside the coach-specific categories. Report anyway.

HOW DO I RAISE RATES WITHOUT LOSING CLIENTS?

60-days written notice, a defined grandfather window, new pricing on new clients first. A 10% increase survives losing nine percent of the roster.

CAN I TELL CLIENTS WHAT TO EAT?

General nutrition education, yes. Individualized medical nutrition therapy in an exclusive-scope state, no. Know which state you are in and which conversation you are having.

IS MY DOWNLOADED WAIVER GOOD ENOUGH?

Almost certainly not. It is probably not conspicuous, not separately signed, missing the word negligence, missing an assumption-of-risk clause, and drafted without regard to whether your state voids it entirely.

CAN A PARENT SIGN AWAY THEIR CHILD'S CLAIM?

It depends entirely on the state, and the country is split roughly down the middle. Get the parent as the contracting party everywhere, and check your state before you rely on the release.

WHAT INSURANCE DO I ACTUALLY NEED ON DAY ONE?

Combined general and professional liability from a fitness-specific carrier, at one million per occurrence and three million aggregate, plus sexual abuse and molestation coverage if a single client is under eighteen.

CAN I STOP A TRAINER I TRAINED FROM TAKING CLIENTS?

In California, no, and attempting it is itself unlawful. Protect the program library, the client data, and the confidential information instead, which you can actually enforce.

DO I NEED A BUSINESS LICENSE?

Almost always, from your city or county, and a home-occupation permit if you operate from home. No state licenses personal training itself.

REFERENCE

A GLOSSARY

ABC test. A worker classification standard presuming employee status unless the hiring entity proves all three prongs, including that the work falls outside its usual course of business.

Additional insured. An endorsement extending your policy's protection to a facility, school, or client that requires it as a condition of access.

Athletic participant exclusion. A general liability endorsement removing coverage for injury to people participating in athletic activity the insured sponsors.

Assumption of risk. A defense, separate from any release, that a participant accepted the risks inherent in the activity.

Claims-made policy. Coverage that responds only to claims reported while the policy is active or during a purchased tail period.

Health studio contract act. A state statute regulating fitness services contracts, sometimes with registration, bonding, term caps, and mandatory notice.

Infancy doctrine. The rule that a minor's contract is voidable at the minor's election.

Medical nutrition therapy. Diet-based treatment of a diagnosed condition, reserved to licensed professionals in a group of states.

NCCA accreditation. Third-party accreditation of a certifying body, the recognized competency baseline in the industry.

Occurrence policy. Coverage that responds to incidents happening during the policy period regardless of when the claim arrives.

Professional liability. Coverage for negligent instruction, programming, and supervision. The core exposure of a training business.

SAM coverage. Sexual abuse and molestation coverage, usually a sublimited endorsement, essential when training minors.

Tail coverage. An extended reporting period purchased when a claims-made policy ends.

Waiver of subrogation. A term preventing your insurer from pursuing a facility or client after paying a claim.

REFERENCE

TEN MISTAKES THAT COST THE MOST MONEY

1 **"My LLC covers me."** It covers the entity's obligations and other people's conduct, never your own negligent instruction.

2 **"I have insurance."** You may have the wrong policy. Check for the athletic participant exclusion and confirm professional liability is in the form.

3 **"Everyone sells packages up front."** In several states that structure triggers a registration or bonding statute and can void the contract entirely.

4 **"My waiver protects me."** It never reaches gross negligence, and in New York, Louisiana, Montana, and Virginia it may reach nothing at all.

5 **"The parent signed for the kid."** Roughly half the country refuses to enforce a parent's waiver of a minor's own claim.

6 **"I match the market rate."** The market does not know your costs, your capacity, or your tax bill. Build the floor from your own numbers.

7 **"They are contractors, we agreed to it."** Labels do not decide classification. In ABC-test states the usual-course prong almost always makes trainers employees.

8 **"A non-compete keeps my roster."** In California it is void and including it is unlawful. Protect the program, the data, and the confidential information instead.

9 **"Testimonials are just marketing."** Endorsement rules and the reviews rule are enforceable, and atypical results require disclosure.

10 **"I will paper it properly once I am bigger."** Every structure in this guide is cheaper to build before the first claim than after it.

Every one of these shares a root: the belief that a good intention or a common practice substitutes for a structure. It does not. **Structure is what pays when intention fails.**

POSTSCRIPT

THE ORDER THAT BUILDS A BUSINESS WORTH PROTECTING

If you are starting, or if you have been operating without any of this: form the entity and open a separate account; buy a fitness-specific policy with professional liability in the form and sexual abuse and molestation coverage if you touch youth work; replace your intake and waiver with a real client agreement built to your state's rules; move any prepaid package structure to monthly billing; run the pricing math from your own numbers rather than the gym down the street; and, before you hire anyone, run the classification analysis and collect their certificate of insurance.

None of this is glamorous and none of it improves a single session. It is the difference between a training practice and a training business, and it is the reason one of them survives a bad day.

WORKING WITH LEOPOLDUS LAW, APC

Leopoldus Law is a sports and entertainment firm. No exceptions. We form entities for trainers and coaches, draft client agreements and waivers built to the right state's rules, review insurance programs before a claim rather than after one, structure youth-athlete protocols, and handle the classification and contract work that comes with a second trainer. We work on flat fees wherever the matter allows, because you should know the cost before you say 'yes.'

If you would like a firm to help you build the structure under your business, we can help you map your situation and ongoing counsel as you grow. You can reach us anytime.

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Founder, Leopoldus Law, APC

Brandon Leopoldus umpired in professional baseball before he ever practiced law. Five leagues. Seven playoff series. Two All-Star games. One championship series. One infamous appearance on SportsCenter. That path, through the minor leagues and an Olympic-movement family, is the lens he brings to every matter at Leopoldus Law, APC.

100+	25+	3	6	4
ATHLETES ADVISED	SPORTS	LEAGUES LAUNCHED	TEAMS	GOVERNING BODIES

His practice reaches the whole business of sport. He has served twice as Interim General Counsel for D.C. United of Major League Soccer, advised United States Olympic governing bodies, and helped develop and launch three startup leagues. He sits on the Board of Directors of the Sports Lawyers Association and teaches Sports Law as an adjunct professor at Loyola Law School in Los Angeles. His commentary has run in Sports Illustrated, ESPN, Teen Vogue, and The Daily Journal.

He advises trainers, coaches, clubs, and training facilities on entity structure, client agreements, insurance programs, youth-athlete protocols, and the employment questions that arrive with the second hire. He lives in Los Angeles with his dog Harvey, named for the Hall of Fame umpire Doug Harvey.

ENDNOTES

1. D.C. Code § 3-1209.08 (Personal fitness trainer) [Repealed], enacted by D.C. Law 20-96 (Mar. 26, 2014), repealed by D.C. Law 25-191, § 101(vvv) (eff. July 19, 2024). No U.S. state licenses personal trainers. Confirm current law.

2. Tex. Occ. Code ch. 451, § 451.151 (unlawful to hold oneself out as an athletic trainer without a license); Cal. Bus. & Prof. Code § 2529.8.1 (athletic trainer title protection, added by A.B. 796). Athletic training is regulated in all fifty states and the District of Columbia.

3. Exclusive-scope medical nutrition therapy states per the American Nutrition Association state practice-rights survey (May 2026). Georgia, Montana, and Tennessee enacted or expanded exclusive-scope provisions between 2025 and 2026. See, e.g., Fla. Stat. ch. 468, pt. X. Confirm your state.

4. Dry needling is limited to licensed professions; California, Hawaii, New York, and Oregon classify it as acupuncture requiring a separate license. See state physical therapy practice acts and board guidance.

5. Nev. Att'y Gen. Op. 2025-03 (Oct. 22, 2025) (assisted stretching involving manual pressure to muscle or soft tissue may require licensure under Nev. Rev. Stat. ch. 640C).

6. FTC, Health Products Compliance Guidance (Dec. 2022) (competent and reliable scientific evidence standard); FDA, Small Entity Compliance Guide on Structure/Function Claims; Dietary Supplement Health and Education Act of 1994.

7. U.S. Anti-Doping Agency, Supplement Risk and NSF Certified for Sport guidance (strict liability; certification reduces but does not eliminate risk). WADA Code strict liability principle applies to NCAA and Olympic-movement athletes.

8. Cal. Health & Safety Code § 104113 (AED acquisition, maintenance, and training requirements for health studios, with no small-studio exemption). Roughly fifteen states impose comparable health club AED mandates; confirm your state and note that mobile and in-home training generally falls outside facility-based statutes.

9. N.Y. Gen. Bus. Law art. 30, §§ 620-632, esp. § 621 (definition), § 622-a (security), § 623 (36-month term cap; $3,600 annual prepayment cap), § 624 (12-point bold cancellation notice), § 627 (noncompliant contracts void).

10. Mass. Gen. Laws ch. 93, §§ 78-88, esp. § 78 (definition), § 80 (36-month cap), § 81 (10-point bold cancellation notice).

11. Cal. Civ. Code §§ 1812.80-1812.98, esp. § 1812.81 (definition), § 1812.84 (three-year cap; 14-point type disclosure), § 1812.85 (tiered cancellation windows). Noncompliant contracts are void and unenforceable, with treble damages and attorney fees. See Cal. Dep't of Consumer Affairs Legal Guide W-10.

12. Ohio Rev. Code §§ 1345.41, 1345.43 (prepaid entertainment contracts, including health spa services); 815 ILCS 645 (Physical Fitness Services Act) (one-year term cap; treble damages and fees).

13. Fla. Stat. § 501.0125 (definitions; "The term does not include an individual acting as a personal trainer," subject to three criteria); §§ 501.015, 501.016 (registration and $25,000 bond, reducible to $10,000 under § 501.016(6), with an exemption for sellers of single contracts of thirty days or less without a renewal option); § 501.019 (penalties).

14. Tenn. Code §§ 47-18-301 to -319, esp. § 47-18-301 (health club agreement definition expressly excludes any agreement for personal training services).

15. Tex. Occ. Code ch. 702 (Health Spa Act) (Secretary of State registration; § 702.151 bond; § 702.202 exemption where contracts and prepayment never exceed 31 days; § 702.304 cancellation notice); Va. Code §§ 59.1-294 to -310, esp. § 59.1-306 (bond schedule and $125 initiation-fee safe harbor); 73 P.S. §§ 2161-2175, esp. § 2171 (registration and bond; three-month trigger); Wis. Stat. § 100.177 ($100 pre-service collection trigger).

ENDNOTES, CONTINUED

16. *Tunkl v. Regents of the Univ. of Cal.*, 60 Cal. 2d 92 (1963) (public interest test); *Stelluti v. Casapenn Enters., LLC*, 1 A.3d 678 (N.J. 2010) (gym release enforceable for ordinary negligence, void as to gross negligence and recklessness).

17. N.Y. Gen. Oblig. Law § 5-326; *Lemoine v. Cornell Univ.*, 2 A.D.3d 1017 (3d Dep't 2003) (instructional exception); *Debell v. Wellbridge Club Mgmt., Inc.* (App. Div. 2014) (primarily recreational business; § 5-326 applied); La. Civ. Code art. 2004; Mont. Code Ann. § 28-2-702; *Hiett v. Lake Barcroft Cmty. Ass'n*, 244 Va. 191 (1992); *Hanks v. Powder Ridge Rest. Corp.*, 276 Conn. 314 (2005); *Reardon v. Windswept Farm, LLC*, 280 Conn. 153 (2006); *Dalury v. S-K-I, Ltd.*, 164 Vt. 329 (1995).

18. *Atkins v. Swimwest Family Fitness Ctr.*, 691 N.W.2d 334 (Wis. 2005); *Bagley v. Mt. Bachelor, Inc.*, 356 Or. 543 (2014); *Kahn v. East Side Union High Sch. Dist.*, 31 Cal. 4th 990 (2003), reflected in CACI No. 471 (instructors, trainers, and coaches).

19. Parental waiver authorities: *Hohe v. San Diego Unified Sch. Dist.*, 224 Cal. App. 3d 1559 (1990); Colo. Rev. Stat. § 13-22-107; Fla. Stat. § 744.301(3); Alaska Stat. § 09.65.292; *Sharon v. City of Newton*, 437 Mass. 99 (2002); *Moore v. Minn. Baseball Instructional Sch.*, 2009 WL 838376 (Minn. Ct. App. 2009); *Zivich v. Mentor Soccer Club, Inc.*, 82 Ohio St. 3d 367 (1998); *Hojnowski v. Vans Skate Park*, 187 N.J. 323 (2006); *Woodman v. Kera LLC*, 486 Mich. 228 (2010); *Wagenblast v. Odessa Sch. Dist.*, 110 Wash. 2d 845 (1988); *Hawkins v. Peart*, 37 P.3d 1062 (Utah 2001); *Childress v. Madison Cnty.*, 777 S.W.2d 1 (Tenn. Ct. App. 1989); *Meyer v. Naperville Manner, Inc.*, 262 Ill. App. 3d 141 (1994); *Munoz v. II Jaz Inc.*, 863 S.W.2d 207 (Tex. App. 1993); *Paz v. Life Time Fitness, Inc.*, 757 F. Supp. 2d 658 (S.D. Tex. 2010). Several states remain unsettled.

20. Cal. Penal Code § 11165.7(a)(42), (a)(44) (athletic coach categories tied to school and postsecondary employment); Cal. Bus. & Prof. Code § 18975 (added by A.B. 506) (youth service organizations; training, policies, and Penal Code § 11105.3 background checks); 325 ILCS 5/4 (recreation or athletic program or facility personnel); 23 Pa. Cons. Stat. ch. 63 (Act 153 clearances, reaching independent contractors who care for or supervise children). Indiana, New Jersey, North Carolina, and Wyoming require reporting by all persons.

21. Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017, Pub. L. 115-126; 36 U.S.C. § 220541 et seq.; 34 U.S.C. § 20341. The U.S. Center for SafeSport's jurisdiction is limited to the Olympic and Paralympic movement and does not extend to non-movement leagues, associations, or unaffiliated private coaches.

22. Cal. Bus. & Prof. Code §§ 17600 et seq., as amended by A.B. 2863 (eff. July 1, 2025); N.Y. Gen. Bus. Law §§ 527, 527-a; Colo. Rev. Stat. auto-renewal amendments (eff. Aug. 6, 2025; business-to-business Feb. 16, 2026); Va. Code §§ 59.1-207.45 to -207.49 (eff. July 1, 2026).

23. Restore Online Shoppers' Confidence Act, 15 U.S.C. §§ 8401-8405; FTC Act § 5, 15 U.S.C. § 45. The FTC's 2024 negative option amendments to 16 C.F.R. pt. 425 were vacated in *Custom Communications, Inc. v. FTC*, 142 F.4th 1060 (8th Cir. 2025); the pre-2024 rule was reinstated Feb. 12, 2026, and the Commission issued an advance notice of proposed rulemaking Mar. 13, 2026.

24. Employee or Independent Contractor Classification Under the Fair Labor Standards Act, 29 C.F.R. pt. 795, 89 Fed. Reg. 1638 (Jan. 10, 2024); U.S. Dep't of Labor, Wage & Hour Div., Field Assistance Bulletin No. 2025-1 (May 1, 2025) (enforcement reverts to the economic reality test); Notice of Proposed Rulemaking, RIN 1235-AA46 (Feb. 26, 2026) (proposing rescission and replacement; not final as of this writing).

25. Cal. Lab. Code § 2775 (ABC test; no exemption for personal trainers or fitness instructors); *Dynamex Operations W. v. Superior Court*, 4 Cal. 5th 903 (2018); Mass. Gen. Laws ch. 149, § 148B; N.J. Stat. Ann. § 43:21-19(i)(6); Conn. Gen. Stat. § 31-222(a)(1)(B)(ii).

26. Cal. Bus. & Prof. Code § 16600, § 16600.1 (added by A.B. 1076), § 16600.5 (added by S.B. 699) (eff. Jan. 1, 2024).

27. The FTC's Non-Compete Clause Rule, 16 C.F.R. pt. 910, was set aside in *Ryan LLC v. FTC* (N.D. Tex. Aug. 2024); the Commission acceded to vacatur in September 2025 and removed the rule from the Code of Federal Regulations effective Feb. 12, 2026. Non-compete enforceability is governed by state law.

28. FTC Endorsement Guides, 16 C.F.R. pt. 255 (2023 revision); Trade Regulation Rule on the Use of Consumer Reviews and Testimonials, 16 C.F.R. pt. 465 (eff. Oct. 21, 2024).

29. Telephone Consumer Protection Act, 47 U.S.C. § 227; 47 C.F.R. § 64.1200. Standard opt-out keywords must be honored and revocation processed within ten business days; the global revocation requirement at § 64.1200(a)(10) was extended to Jan. 31, 2027.

30. Wash. Rev. Code ch. 19.373 (My Health My Data Act) (enforceable as a per se violation of ch. 19.86 with a private right of action); Nev. Rev. Stat. ch. 603A, as amended by S.B. 370 (attorney general enforcement only).

31. On the limits of the entity shield: a member remains personally liable for torts the member personally commits. See, e.g., *Garrett v. Ocean View Swimming Pool Servs., LLC* (Wis. Ct. App. 2025); *Oxmans' Erwin Meat Co. v. Blacketer*, 86 Wis. 2d 683 (1979); Uniform Limited Liability Company Act (2013), official comments to the liability shield provision.

DISCLOSURES

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State statutes, bonding thresholds, notice requirements, licensure scope, insurance policy forms, and premium ranges change frequently and vary by jurisdiction. Specifics stated here, including any dates, dollar amounts, or coverage figures, may have changed or may not fit your situation. Federal rulemaking in this area is unusually active: the negative option, independent contractor, and non-compete rules referenced in this guide have each been vacated, withdrawn, reinstated, or re-proposed within the last twenty-four months. Confirm the current law and the current policy form before relying on anything here in a specific matter.

Scenarios in this guide are composites. Facts are drawn from multiple matters and altered so that no client or business is identifiable. No result described here predicts or guarantees the outcome of any other matter. Dollar figures used in the pricing chapter are illustrative examples, not recommendations.

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