

# **TRANSITIONS HEALTH & FITNESS/THF BODY TRANSITIONS BOOT CAMPS**

## **Liability Waiver AND Agreement (Training)**

Client Name: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Referred By: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City / State / Zip: \_\_\_\_\_  
Primary Phone: \_\_\_\_\_ Primary Email: \_\_\_\_\_  
Employer: \_\_\_\_\_ Occupation: \_\_\_\_\_  
Emergency contact: \_\_\_\_\_

**PAR-Q / Risk Factors - (If you answer yes to any of #1-9 – please talk with your doctor about becoming physically active)**

1. Has your doctor ever said you have a heart condition and should only do activity recommended by a doctor? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_
2. Do you feel pain in your chest when you do physical activity? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_
3. In the past month, have you had chest pain when you were not doing physical activity? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_
4. Do you lose your balance because of dizziness or do you ever lose consciousness? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_
5. Do you suffer from shortness of breath at mild exertion or have difficulty breathing? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_
6. Do you have a bone or joint problem that could be made worse by a change in your physical activity? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_
7. Is your doctor currently prescribing drugs for your blood pressure or heart condition? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_
8. Do you know of any other reason why you should not do physical activity? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_
9. Are you above 40 years of age and not currently physically active? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_
10. Has your doctor ever said you have high blood pressure (140/90 mm Hg or above)? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_
11. Have you ever taken any medication to lower your blood pressure? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_
12. Has your doctor ever said you have high blood cholesterol (200 Total or above)? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_
13. Do you have diabetes or high blood sugar? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_
14. Do you currently smoke or have you quit in the last 6 months? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_

I, \_\_\_\_\_ (hereinafter referred to as "Client") on \_\_\_\_\_ (Date) enter into this Agreement by and between Transitions Health & Fitness/THF Body Transitions Boot Camps, which will be providing services through its Trainers/Coaches. Client has requested that the Trainer conduct Client's personal training sessions at Trainer's studio located at 1872 Ackley Circle, Oakdale, California, or in Client's home, office or other location (hereinafter "Studio", "Home", "Office" or "Location", or referred to collectively as "Location"), with said Training session to be provided pursuant to the fee schedule herein, and Trainer agrees to provide said Training sessions subject to Client's agreement to the following additional terms and conditions as follows

**ASSUMPTION OF THE RISK:** I am aware that all activities associated with receiving personal training instruction from Trainer including, but not limited to activities involving aerobic exercise, stretching exercise, running and weight lifting, as well as additional strenuous exercise and/or exertion of strength, and other sustained physical activities which place stress on the cardiovascular and muscular systems (collectively referred to herein as "Training"), are and can be hazardous activities that include certain risks and dangers, including but not limited to, catastrophic injuries, including paralysis, other serious injury and death. **I VOLUNTARILY ACCEPT FULL RESPONSIBILITY OF ALL RISKS INVOLVED, INCLUDING RISKS FROM PARTICIPATING IN ANY WAY IN THE TRAINING USE OF EQUIPMENT PROVIDED BY THE TRAINER OR USE OF EQUIPMENT I PROVIDE, WHETHER THE TRAINING OCCURS AT THE STUDIO, MY HOME, OFFICE OR ANY OTHER LOCATION.**

**WAIVER:** In consideration of my participation in the training provided by Trainer I, for myself, my heirs, executors, administrators or assigns, do hereby release, waive, discharge and covenant not to sue Trainer and/or its members, managers, officers, directors, agents, employees, and affiliated entities (Hereinafter referred to as "Releasees") from liability, from any and all claims, including the negligence of Trainer resulting in personal injury, accident or illnesses. (Including Death) and property loss arising from, but not limited to, participation in the training and use of facilities, premises or equipment wherever located and by whomever provided. In further consideration for the right for the right to use equipment provided by Trainer or equipment at another location, I acknowledge and agree that Trainer has not inspected the equipment at the Location or the suitability of the area for the training. I expressly release, hold harmless, discharge and indemnify (Including costs and attorney's fees) Trainer and Releasees for any loss, injury or damage (Including Death) from any cause, including negligence arising out of any Location, and/or arising out of the use of my equipment or equipment or facilities provided by Trainer.

**SEVERABILITY AND JURISDICTION:** I further expressly agree that the foregoing provisions in this Agreement are intended to be as broad and inclusive as permitted by the laws of the State of California and if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further acknowledge and agree that this Agreement shall be governed by and shall be construed in accordance with the laws of the State of California. Any claims or legal actions by one party against the other shall be

commenced and maintained in the state courts of the State of California and the parties hereby submit to the jurisdiction and venue of any such court in Stanislaus County.

**INDEMNIFICATION AND HOLD HARMLESS:** I also agree to INDEMNIFY AND HOLD Trainer and all Releasees harmless of any and all claims, actions, suits, procedures, costs, expenses, duties and liabilities, including attorney's fees brought as a result of my Training with Trainer and to reimburse Trainer for any such expenses incurred.

**(Please Initial Policies AND Sign at Bottom)**

**Initial \_\_\_\_\_ PHYSICIAN APPROVAL:** I have represented to Trainer that I have either a) been given a physician's permission to participate in the Training, or b) voluntarily participate in the Training and all risks related to the Training without the approval of my physician(s). I represent that I am not aware of any medical or physical condition that would prevent me from participating in the Training or from using equipment or facilities which pose a serious health risk to me. I further acknowledge that Trainer has relied on my statements as being accurate and complete, as a condition to entering into this Agreement. I further acknowledge and agree that I am not obligated to participate in any Training that I do not wish to participate in. I will inform Trainer immediately if I do not wish to participate in any specific Training.

**Initial \_\_\_\_\_ NAME AND LIKENESS RELEASE:** I understand that Trainer, may photograph or video me prior to, during the delivery of Training, or at the completion of Training and I agree to allow Trainer to use photographs and videos of me, as well as, name and likeness for promotional purposes.

**Initial \_\_\_\_\_ RESCHEDULING / MISSED SESSIONS:** I understand that some months may have more sessions than normal and some may have less (due to holidays / missed sessions) and that the same monthly investment applies regardless of sessions trained during month. I acknowledge that missed sessions are forfeited unless rescheduled with at least twenty-four (24) hours notice prior to delivery of training. Rescheduled sessions may be made up during same training month (In addition to normal program) unless agreed upon extended client absence of 2+ sessions, then missed sessions are added to end of program.

**Initial \_\_\_\_\_ PAYMENTS:** First payment will be debited on the day of first training session (after free session) with future payments approximately on the same day each month (every 30 days) thereafter until completion / termination of training program. All programs are an initial 3, 6 or 8 months and will renew automatically after the full term of the program on a month to month basis with same monthly rate, unless Client gives notice of program termination by phone only at 209-679-8805 at least 14 days from the next debit date. If for any reason the 6 or 8 month programs are cancelled before completion, the amount of the difference between the cost of 6 or 8 month and the current contract cost per month for every month trained is due immediately.

**Initial \_\_\_\_\_ EFT Payment Authorization:** Client hereby authorizes Trainer or its assigns to make periodic charges or withdrawals ("EFT Authorization") from my account as listed below for the payment of any and all fees, expenses or any other monies due Trainer. Client waives the right to receive prior notice for charges of withdrawals made with respect to any uncollected payments or portions of the balance due described below and the corresponding \$2.00 service charge.

**(Please specify if different billing name or address from listed on front).**

Payment Type (Visa / MasterCard / Discover / AMEX / Checking / Savings): \_\_\_\_\_

(For Credit Card) - Credit Card #: \_\_\_\_\_ Exp Date: \_\_\_\_\_

(For Checking) - Bank Name: \_\_\_\_\_ ABA Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Personal Training:

Platinum Training – 3 weekly sessions – 3 / 6 / 8 month program = \$422 or \$362 or \$302 monthly investment

Gold Training - 2 weekly sessions – 3 / 6 / 8 month program = \$402 or \$362 or \$322 monthly investment

Silver Training - 1 weekly sessions – 3 / 6 / 8 month program = \$222 monthly investment

Hourly Personal Training Packages:

| Packages    | Hourly Rate | Savings  | Prices |
|-------------|-------------|----------|--------|
| 6 Sessions  | \$55.00     | \$60.00  | \$330  |
| 12 Sessions | \$50.00     | \$189.00 | \$600  |
| 24 Sessions | \$45.00     | \$480.00 | \$1080 |

\*Individual Single Session Hourly \$65\*

Boot Camps:

8 Week Boot Camp (\$198) = \$101 monthly investment

12 Week Boot Camp (\$267) = \$91 monthly investment

6 Month Transformation Boot Camp (\$450) = \$77 monthly investment (\*qualifies to reenlist month to month @ \$70 mth)

Initial Program Length: \_\_\_\_\_ (Months) Monthly Program Fees: \_\_\_\_\_ First Auto Debit: \_\_\_\_\_

**ACKNOWLEDGEMENT OF UNDERSTANDING: I have read the Assumption of Risk, Waiver of Liability, provisions in this Agreement and I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the Agreement freely and voluntarily and intend, by my signature that this document be a complete and unconditional release of liability to the greatest extent allowed by law. I further certify that I have fully read and understand the terms of this agreement and will comply with the contents herein.**

\_\_\_\_\_  
Client Name (Please Print)

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

**Initial Assessment (For Trainer Use Only)**

Pictures: \_\_\_\_\_ Start Weight / Sizes: \_\_\_\_\_ Goal Weight / Sizes: \_\_\_\_\_

**Girth** - Arm (R) \_\_\_\_\_ Waist \_\_\_\_\_ Hips \_\_\_\_\_ Thigh (R) \_\_\_\_\_ Calf (R) \_\_\_\_\_ Neck \_\_\_\_\_ Body Fat \_\_\_\_\_ LBM \_\_\_\_\_

If Known/Available: Cholesterol: Total: \_\_\_\_\_ HDL \_\_\_\_\_ LDL \_\_\_\_\_ Triglycerides \_\_\_\_\_ Ratio \_\_\_\_\_

Notes / Success Indicators: \_\_\_\_\_