

Semi-Private Training Client Information

Name: _____ DOB: _____

Address _____ City _____ State _____ Zip _____

Phone: _____ Email: _____

Emergency Contact: _____ Phone: _____

GOALS: Health & Fitness Strength/Endurance Special Event Preparation

Weight Management Rehabilitation/injury Other: _____

How did you hear about us?

Referral | BF Trainer | Community Event | Flyer | Website | SB Rec Mag | Walk By | Ad | Internet

I understand that I am responsible for:

- providing accurate and current information about my present, past and future health history.
- asking questions if I do not understand the explanation of your assessment, fitness programs, or any instructions.
- updating us about any changes in my health and fitness status.
- following rules and regulations given by or posted within Beach Fitness Inc.
- I have read and received a copy, understand, and agree to all the Beach Fitness Personal Training Agreements, Policies and Procedures on the following page.
- I have read and received a copy, understand, and agree to the Beach Fitness Informed Consent of Training Program on the following page.

Initial: _____

Credit Card Authorization

Client confidentiality is of utmost concern for Beach Fitness and its clients. Beach Fitness does not share any credit information, run credit checks, or report to any credit agencies. Your security is our concern and we will do everything possible to protect your information.

By signing the Personal Training Credit Card Authorization Agreement I agree that Beach Fitness may hold my Credit Card information on file and give Beach Fitness the right to charge my card to purchase or renew my personal training package of sessions and products or services that I mutually agree to purchase. I also understand that once my card is charged there are no refunds for any products or services purchased.

Client Signature: _____ Date: _____

PAR-Q (Physical Activity Readiness Questionnaire)

YES | NO

1. Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor?
2. Do you feel pain in your chest when you do physical activity?
3. In the past month, have you had chest pain when you were not doing physical activity?
4. Do you lose your balance because of dizziness or do you ever lose consciousness?
5. Do you have a bone or joint problem that could be made worse by a change in your physical activity?
6. Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure or heart condition?
7. Do you know of any other reason why you should not do physical activity?

Please list any injuries or physical limitations:

- I have answered the PAR Questionnaire accurately and completely. I understand that my medical history is a very important factor in the development of my fitness/wellness program. I understand that certain medical or physical conditions which are known to me, but which I do not disclose to Beach Fitness, Inc. may result in serious injury to me. If any of the above conditions change, I will immediately inform Beach Fitness, Inc. of those changes. I, knowingly and willingly, assume all risks of injury resulting from my failure to disclose accurate, complete, and updated information in accordance with the attached questionnaire.*

Client Signature: _____ Date: _____

Description of Potential Risks - I understand that **no** exercise program is without inherent risks regardless of the care taken by a group fitness instructor, and that my personal safety **cannot** be guaranteed by my group fitness instructor. I realize that when participating in any exercises, particularly those that induce cardiovascular stress, there is a slight chance of serious injury (e.g., heart attack, stroke, or other cardiovascular events) or catastrophic incident (e.g., death, paralysis). Likewise, I know that engaging in muscular endurance, strength building, and other fitness activities sometimes results in minor injuries (e.g.: bruises, musculoskeletal strains and sprains), less frequently, more serious injuries (e.g., muscle tears, herniated disks, torn rotator cuffs) and rarely, catastrophic injury (e.g., death, paralysis). **Initials** _____

Participant Acknowledgements - Agreeing to this exercise program I acknowledge that my participation is completely voluntary. I understand the potential physical risks involved in the exercise program and believe that the potential benefits outweigh those risks. I give consent to certain physical touching that may be necessary to ensure proper technique and body alignment. I understand that the achievement of my health and fitness goals **cannot be guaranteed**. I have had a voice in planning and approving the activities selected for my exercise program. I have been able to ask questions regarding any concerns I might have, and have had those questions answered to my satisfaction. I am in good physical condition, have no impairment, which might prevent my participation in such activities, and have been advised to consult a physician prior to beginning this program. I have been advised to cease exercise immediately if I experience unusual discomfort and feel the need to stop. **Initials** _____

Semi-Private Training Agreement

Upon execution of this agreement, I will comply with the current terms and conditions of the personal training packages and understand former agreements are no longer valid. This agreement is subject to change.

I understand this agreement includes:

- Semi-personalized training programs carried out with and supervised by my personal trainer.
- Access to towel & water service.

I understand the following policies:

- This is an agreement for personal training appointments only and does not include benefits of the Beach Club Membership, ie, use of facility on non-appointment days.
- This agreement will commence on **today's date: _____** and/or when my current training sessions run out. The same guidelines apply to all new sessions purchased thereafter.
- There is a requirement of a **24-hour advance notice for cancellation** or rescheduling. Failure to cancel within this time frame or failure to show up for a session will result in the full charge for the session.
- Each member of a semi-private training group will have his/her own package and is responsible for payment of his/her own sessions.
- If all but one member of a semi-private group cancels, Beach Fitness has the right to cancel your appointment or charge the individual for a full rate personal training session.
- Training sessions must be paid for prior to or on the day of my appointment, unless otherwise authorized.
- There is a no refund policy on all sessions purchased (see cancellation policy).
- There is no commitment and packages never expire.
- Small incremental annual increases are necessary and allow for Beach Fitness to grow, develop and provide a consistently high level of service.
- I am expected to be on time for my scheduled session. A late start time does not guarantee the session to run longer than the scheduled allotted time.
- It is best to schedule my appointment in advance; walk-in appointments are not guaranteed.
- Appointment time preference is not guaranteed. Semi-private training appointments are based on space & availability.

Initial: _____

You may access your statement or a receipt of sessions used at any time by logging onto beachfitness.com and clicking the <CLIENT LOGIN> link and setting up your account. Near the end of each package you will be invoiced based on the last package purchased.

Transfers and Cancellations: I acknowledge this agreement is non-transferable. Purchased services may be transferred to friends or family members upon request only. I acknowledge this agreement is automatically renewed upon purchase of each new training session package, until a new agreement is put in place. I understand an appointment cancellation request must be submitted at least 24 hours prior to appointment time. Any cancellation requests received less than 24 hours prior to appointment is not guaranteed, meaning I will be responsible for that session's fees. I understand my trainer may be substituted without prior notice, to accommodate scheduling needs.

Initial: _____

Client Signature

Date

Informed Consent

Senate Bill SB-577 - I understand and acknowledge all Beach Fitness trainers, owners and employees (collectively "Beach Fitness") are not licensed physicians. They are not diagnosing, prescribing, treating or curing any medical condition. In consideration of the Osteopathic Therapy instruction and classes, SOMA Therapy instruction and classes, ELDOAT™ instruction and classes, related physical fitness services to be provided to me by Beach Fitness, (collectively the "Activity"), intending to be legally bound and hereby and on behalf of myself and my heirs and personal representatives, I expressly agree to ascertain whether I have any health condition, which makes it inadvisable for me to participate in the Activity and I acknowledge the risks and hazards associated with my participation in the Activity; To reduce your risk of injury, before beginning this or any exercise program, please consult with a healthcare provider for an appropriate exercise prescription and safety precautions. The exercise instructions and advice presented in or associated with the Services are educated general (non-medical advice) opinions of Beach Fitness are in no way intended as a substitute for medical consultation with a licensed physician. Beach Fitness disclaims any liability from and in connection with this or any Activity; I will abide by the rules and regulations governing the Activity as determined by Beach Fitness; I understand the "Activity" provided is alternative or complementary to healing arts services licensed by the state of California. The services provided during the "Activity" are not licensed by the state of California. Under no circumstances is this interaction meant to diagnose or treat a medical condition in the U.S.; Beach Fitness is no way to be held accountable or liable for any direct or indirect advice given to me. Beach Fitness may be able to help me understand concepts pertinent to health management and prevention and may recommend various things for me to consider in management of health and in the realms the "Activity;" I certify that I am not seeking the counsel of Beach Fitness to treat a physical infirmity or chronic ailment or injury, nor am I using Beach Fitness advice to diagnose or treat disease in others, but that I am consulting with her to learn about strengthening and managing general health, so as to better educate myself. I agree that I (or heirs, guardian, legal representative and assigns) will not make a claim or file an action against Beach Fitness for injury or damage resulting from negligence or other acts, however caused in connection with my education in the "Activity" with Beach Fitness. I also hereby waive, release and discharge Beach Fitness from all actions, claims or demands that I, my heirs, guardians, legal representatives or assigns, may hereafter have for injury or damages resulting from participation in sessions with Beach Fitness. I have read the above release and waiver of liability and understand its contents. I agree to the terms and conditions stated above. Initial: _____

Liability Release - I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Beach Fitness or any of their trainers, owners or employees (hereinafter referred to as (RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in the Activity, while in, on or upon the premises where the Activity are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that RELEASEES may incur due to my participation in the Activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions. IN REGISTERING FOR ANY "ACTIVITY" AT BEACH FITNESS, I AM SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same. Initial: _____

I have read and understand the above agreement; I have been able to ask questions regarding any concerns I might have; I have had those questions answered to my satisfaction; and I am freely signing this agreement.

Client Signature

Date