

COACHING AGREEMENT & RELEASE OF LIABILITY

I hereby accept all risks associated with the participation in coaching provided by BODYFIT LA, LLC, its personal trainers/nutritionists ("COACH") and other employees ("RELEASEES") and release and forever discharge BODYFIT LA, LLC, its COACH's and other RELEASEES from any and all responsibilities or liability from injuries or damages resulting from or connected with the participation in any of their programs whether arising from the negligence of the RELEASEES or otherwise.

- I acknowledge and fully understand that I might be engaging in physical activities that potentially involve the risk of serious injury, permanent disability or death. Other possible risks may include social and economic losses which might result not only from RELEASEES own actions, inactions, or negligence, but the actions, or negligence of others, the condition of the premises or any equipment. Further, that there may be other risks not known or not reasonably foreseeable at this time. I hereby assume full responsibility for all the foregoing risks, known and unknown, and accept responsibility for the damages following any injury, permanent disability, or death.
- I further acknowledge and understand that BODYFIT LA, LLC, its COACH's and other RELEASEES are not physicians and that any information or guidelines provided by BODYFIT LA, LLC, its COACH's and other RELEASEES carries no warranty of any kind, expressed or implied, including, but not limited to, warranties regarding safety or suitability for a particular purpose.
- BODYFIT LA, LLC and its employees will implement the most effective principals to help the participant achieve his or her goals within the COACH's scope of practice, but cannot guarantee that its products, workouts or coaching will be safe, effective or suitable for everyone. For that reason, all such products and services, programs, techniques and materials embodied in such products and services, are offered without warranties or guarantees of any kind, expressed or implied, and the COACH, BODYFIT LA, LLC and its employees disclaim any liability, loss or damages that may result from their use.
- I understand that a physician's approval is highly recommended prior to participating in any health and wellness program and have either obtained approval from my physician or have signed the "Acknowledgment of Risks Without a Medical Release Form" if I meet one or more of the following criteria: 1) am male age 45 or older, 2) am female age 55 or older, 3) answered "yes" to one or more questions in the "PAR-Q" section of the Health & Lifestyle Questionnaire, 4) checked any boxes: in the "Medical History", "Current Medications", "Allergies" sections of the Health & Lifestyle Questionnaire.
- I also acknowledge that some programs might be held outside of a gym or office environment owned by BODYFIT LA, LLC, and hereby accept all risk associated with all offsite programs.
- The information I have provided/will provide via questionnaires, phone, email, in-person, or by any other means of communication is accurate to the best of my knowledge.
- The recommendations I will receive from my COACH are not a substitute for medical advice from a qualified doctor.
- The advice I will receive from my COACH is personal and applies to me only. This same advice may be ineffective or even harmful when applied to other people with different backgrounds.

- I must communicate to my COACH any changes in my medical prescriptions or treatments for the duration of my coaching.
- I must inform my COACH promptly if any of my new changes in diet or lifestyle start to cause me adverse effects.
- I understand that the advice I shall receive will not be enough to achieve my health and wellness goals unless I follow it diligently and commit to it fully.
- I understand any changes in my diet and lifestyle may produce effects in my body, energy, health, and condition that are gradual in nature – not instantaneous.
- I understand that, although my COACH will endeavor to help me achieve my health and wellness goals to the extent possible, the possibility exists that I may not fully attain my goals due to factors outside the control of my COACH.
- I hereby grant permission to my COACH, BODYFIT LA, LLC and its employees to use photographs and/or video of me in publications, news releases, online, and in other communications for marketing purposes.
- I have read this document in its entirety and agree to adhere to all its precepts, as well as all other terms and conditions of the coaching. I understand the risks and benefits of the coaching and any questions that I may have had, have been answered to my satisfactions. Upon participation, I do hereby discharge, release and hold harmless the COACH, BODYFIT LA, LLC and its employees from any and all liability for damage claims or losses of any kind or character whatsoever resulting from any injury or condition I may suffer, or resulting from my participation.

I have read and understand the terms above and I agree to them.

Participant's Name (Printed)

Printed Name of Parent/Legal Guardian
(If participant is under the age of 18)

Participant's Signature

Signature of Parent/Legal Guardian
(If participant is under the age of 18)

Date

Date

Client Code of Conduct

Clients will adhere to the following:

1. Each training session or package must be prepaid **before** the initial session starts.
*A \$30 fee will be accrued per bounced check.
2. **Any cancellations, or rescheduling** that cannot be made up the same day of the session, must be made at least **24 hours before the scheduled time**, or the client will be charged for that session. For example, if a session is scheduled for tomorrow at 7 AM, the client must notify their trainer by 7 AM the day before the session to not be charged for that session.
3. If the client is late to a session, the session will last until the end of the hour that was originally agreed upon. For example, if a session was scheduled for 4:00 PM-5:00 PM, and the client arrives at 4:10 PM; the session will still end at 5:00 PM. If a client is more than 15 minutes late to a session, the trainer is not obligated to stay past that time to wait.
4. The client may not cancel their ongoing personal training package unless one of the following applies:
 - Refunds are issued with a medical release (from your doctor) only.
 - **Provides at least a 30 days written notice of cancelation.**

The client must adhere to **all** policies and regulations.

Participant's Signature

Signature of Parent/Legal Guardian
(If participant is under the age of 18)

Date

Date

Health/Medical History Questionnaire

DOB: ___/___/___

Name (Client): _____ Age: _____ Gender: _____ Date: _____

Phone (H): _____ (W): _____ (C): _____

Whom may we contact in case of emergency?

Name of contact: _____ Relationship: _____

Phone (H): _____ (W): _____ (C): _____

Personal Physician Name: _____ Phone: _____

Personal History

Please indicate whether you have previously had, or currently have, one or more of the following conditions (Please Indicate **C** for current or **P** for previous)

Recent operation	
Injury to back or knees	
Lung disease:	
Rheumatic fever	
High blood pressure	
Low blood pressure	
Seizures	
Heart attack	
Fainting or dizziness	
Diabetes	
High cholesterol	
Chest pain	
Bradycardia: (slow heart beat)	
Tachycardia (rapid heart beat)	
Pain in the chest, neck, jaw, arms	
Shortness of breath	
Heart murmur	
Edema (swelling of ankles)	
Intermittent claudication (calf cramping)	
Taking medication(s) that may effect your heart or otherwise ability to function "normally" in an exercise program	
Other	

Family History

Have any of your 1st degree relatives (e.g. siblings, parents, etc.) experienced any of the following? Check if yes and state at what age.

Heart attack	
Heart disease	
High blood pressure	
High Cholesterol	
Diabetes	
Other major illness	

Explain any current conditions you may have: What medications are you currently taking?

Acknowledgment of Risks Without a Medical Release Form

It is **strongly** recommended that all participants who meet one or more of the following criteria obtain a Medical Release from their physician before engaging in any exercise program:

- You are a male age 45 or older
- You are a females age 55 or older
- You answered “yes” to one or more of the questions on the PAR-Q & You form
- You answered “C” to any of the items on the Health/Medical History Questionnaire
- You are taking any medications that may effect your heart or otherwise ability to function “normally” in an exercise program

If you meet at least one of the criteria listed above, you may be at an increased risk for illness, injury, or even death through participating in an exercise program. These associated risks include, but are not limited to: increased stress on the heart and circulatory system and/or increased risk of muscular skeletal injuries, each of which could lead to more serious complications.

With regard to the above mentioned risks and others, and to those meeting the above criteria, it is strongly recommended that participants meeting one or more of the above criteria be cleared by a physician before participating in a Personal Training Program.

By signing below, I _____ acknowledge the risks associated with exercise regimens, and acknowledge the increased risks associated with meeting the aforementioned criteria and yet refusal to obtaining a Medical Release Form prior to beginning or continuing my exercise regimen with my Personal Trainer from any and all liabilities associated with these increased risks.

Participant’s Signature

Signature of Parent/Legal Guardian
(If participant is under the age of 18)

Date

Date