

## Peak Performance Fitness Consultants, LLC Liability Waiver and Agreement

Client Name: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Referred By: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
Primary Phone: \_\_\_\_\_ Alternate 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 engage in 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 with mild exertion or have difficulty breathing? Yes \_\_\_ No \_\_\_
6. Do you have a bone or joint problem that is made worse with an increase in your physical activity? Yes \_\_\_ No \_\_\_
7. Are you currently taking prescription 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 with Peak Performance Fitness Consultants, LLC, (hereafter referred to as "Trainer"). Client has requested that Trainer conduct Client's personal training sessions at Trainer's studio located at 15 Ellis Drive, Dryden, NY, 13053, and 61 W. Main St. Trumansburg, NY, 14886, or in Client's home, with online training, office or other location (hereafter "Studio", "Home", "Office" or "Location", or referred to collectively as "Location"), with said Training session to be provided pursuant to the fee schedule herein. Trainer agrees to provide said Training sessions subject to Client's agreement to the following additional terms and conditions:

**ASSUMPTION OF THE RISK:** I am aware that all activities associated with receiving personal training instruction from Trainer including, but not limited to 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 OF 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"). I release from liability, 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 to use equipment provided by Trainer or equipment at another location, I acknowledge and agree that Trainer has not inspected the equipment or facility at the Location with regard to suitability of the area or equipment 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 from Training at 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 New York, 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 New York. Any claims or legal actions by one party against the other shall be commenced and maintained in the state courts of the State of New York and the parties hereby submit to the jurisdiction and venue of any such court in Tompkins 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)**

**\*\*\*PLEASE READ ALL OF OUR POLICIES SO THERE IS NO CONFUSION AS TO HOW OUR PROGRAM WORKS\***

**Initial \_\_\_ ARBITRATION:** Any controversies or disputes arising out of or connected to the enforcement or interpretation of this Agreement shall be decided by final and binding arbitration before a single arbitrator pursuant to the governing rules of the New York Arbitration Act. The Arbitrator's costs and fees shall be paid equally by the parties. The prevailing party in such arbitration shall be entitled to recover all reasonable attorney's fees and costs incurred, as awarded by the Arbitrator. The venue for the arbitration shall be in Tompkins County, New York unless otherwise agreed by the parties. Any arbitration award may be enforced by judgment entered in the Superior Court of the State of New York for Tompkins County.

**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 may 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 missed sessions do NOT carry over into the next week or phase. I am responsible for attending all of my training sessions.

**Initial \_\_\_ PAYMENTS:** First payment will be in cash or with a private check or credit card on the day of first training session with future payments approximately on the first day each month thereafter until completion / termination of training program. \*\*\* All programs will renew automatically after the full term of the program on a month to month basis with the same monthly rate, unless the Client gives notice of program termination by hand written note only at least 30 days from the next debit date. If for any reason the program is cancelled before completion, a prorated refund will be issued to the client. \*\*\*

**Initial \_\_\_ Training Package Price and Duration:** \_\_\_\_\_

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

**Initial \_\_\_ Continuity of Auto Renewal:** Peak Performance Fitness Consultants, LLC offers a program (s) with a limited number of participants, auto renewal holds your spot until you decide to QUIT. All contracts are moved into a month to month auto-renewal after the initial agreement expires until a written cancellation notice is received by Peak Performance Fitness Consultants, LLC. You are free to cancel or remove yourself from a program at anytime after your initial commitment, although there is a 30 day hand written cancellation notice required that says I QUIT. Failure to notify within the 30 grace period will result in payment for the next training session.

**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 and conditions of this agreement and will comply with the contents herein.

\_\_\_\_\_

Client Name (Please Print)

Client Signature

Date

### Recurring Payment Authorization Form

**Company Name:** Peak Performance Fitness Consultants, LLC  
**Street Address:** 15 Ellis Drive  
**City, State, Zip Code:** Dryden, New York 13053  
**Phone Number:** (607) 844-5653

Schedule your payment to be automatically deducted from your bank account, or charged to your Visa, Mastercard, American Express or Discover Card. Just complete and sign this form to get started!

**Recurring Payments Will Make Your Life Easier:**

- It's convenient (saving you time and postage)
- Your payment is always on time (even if you're out of town), eliminating late charges.

**Here's How Recurring Payments Work:**

You authorize regularly scheduled charges to your checking/savings account or credit card. You will be charged the amount indicated below each billing period. The charge will appear on your bank statement as an "ACH Debit." Credit card payments will be processed as usual. You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive a notice from us at least 30 days prior to the payment being collected.

**Please complete the information below:**

I \_\_\_\_\_ authorize Peak Performance Fitness Consultants, LLC to charge my account indicated below for \$ \_\_\_\_\_  
 on \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_ each \_\_\_\_\_ month \_\_\_\_\_ for \_\_\_\_\_ payment \_\_\_\_\_ for \_\_\_\_\_

Billing Address \_\_\_\_\_ Phone # \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_ Email \_\_\_\_\_

**Checking / Savings Account**

**Credit Card**

<input type="checkbox"/> Checking	<input type="checkbox"/> Savings	<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard
Name of Account _____		<input type="checkbox"/> American Express	<input type="checkbox"/> Discover
Bank Name _____		Cardholder Name _____	
Account Number _____		Card Number _____	
Bank Routing Number _____		Expiration Date _____	
Bank City / State _____		CVV (3 Digit Number on Back of Card) _____	

Signature \_\_\_\_\_ Date \_\_\_\_\_

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Peak Performance Fitness Consultants, LLC. in writing of any changes in my account information or termination of this authorization at least 30 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. Should an ACH transaction be rejected for Non-Sufficient Funds (NSF), I agree to an additional \$25.00 charge for each ACH transaction rejected for NSF. I understand that Peak Performance Fitness Consultants, LLC may, at its discretion, attempt to process the charge again within 30 days. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company, so long as the transactions correspond to the terms indicated in this authorization form.