

Last Name _____ First Name _____ Middle Initial _____

Address _____

Tele. Numbers: Business _____ Home _____ Cell _____

E-Mail Address _____ Fax _____

I understand that any physical activity involves risk. Therefore, I do hereby waive, release and forever discharge the trainer from any or all responsibilities or liability from injuries or damages occurring as a result of my participation in any activities in any setting or use of equipment or machinery. Initial here _____

Package Prices
(To be used within 30 days of purchase date!)

Regular price - \$50.00 - 35 minutes -- ** Purchase 8 sessions for \$300.00 - Save \$12.50 a session _____

** Purchase 4 sessions for \$175.00 - Save \$6.25 a session _____

Regular Price - \$55.00 - 45 minutes -- ** Purchase 8 sessions for \$400.00 - Save \$5.00 a session _____

Regular price - \$75.00 - 60 minutes -- ** Purchase 8 sessions for \$520.00 - Save \$10.00 a session _____

** Purchase 4 sessions for \$275.00 - Save \$6.25 a session _____

Train with a partner - 60 min. - \$40.00 each ___ Three in a group - 60 min. - \$30.00 each ___

Train with a partner - 50 min. - \$35.00 each ___ Three in a group - 50 min. - \$25.00 each ___

Train with a partner - 40 min. - \$30.00 each ___ Three in a group - 40 min. - \$20.00 each ___

** Packages paid up front! Sessions must be used within 30 days of purchase date - Initial here _____

24 hour notice is required for all cancellations. A \$35.00 charge will be assessed if one is not given - Initial here _____

Signature of Trainee

Date

Legal Guardian

Date

Signature of Trainer

Date

Signature of Trainer

Date

A. A Provision for the penalty-free cancellation of the contract within three days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to the health studio, and refund upon such notice of all monies paid under the contract, except that the health studio may retain an amount computed by dividing the number of occasions health studio services are to be rendered into the total contract price and multiplying the result by the number of occasions that health studio services have been rendered. A refund shall be issued with 30 days after receipt of the notice of cancellation made within the 3-day provision.

B. A provision for the cancellation and refund of the contract if the contracting business location of the health studio goes out of business, or moves its facilities more than five (5) driving miles from the business location designated in such contract and fails to provide, within 30 days, a facility of equal quality located within five (5) driving miles of the business location designated in such contract at no additional cost to the buyer.

C. A provision that notice of intent to cancel by the buyer shall be given in writing to the health studio. Such a notice of cancellation from the consumer shall also terminate automatically the consumer's obligation to any entity to whom the health studio has subrogated or assigned the consumer's contract. If the health studio wishes to enforce such contract after receipt of such showing, it may request the department to determine the sufficiency of the showing.

D. A provision that if the department determines that a refund is due the buyer, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The business location of a health studio shall not be deemed out of business when temporarily closed for repair and renovation of the premises:

1. Upon sale, for not more than 14 consecutive days; or
2. During ownership, for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year.

E. A provision in the disclosure statement advising the buyer to contact the Florida Department of Agriculture & Consumer Services for information within 60 days should the health studio go out of business.

F. A provision for the cancellation of the contract if the buyer dies or becomes physically unable to avail himself of a substantial portion of those services which he used from the commencement of the contract until the time of disability, with funds paid or accepted in payment of the contract in an amount compute by dividing the contract price by the number of weeks remaining in the contract term. The contract may require a buyer or the buyer's estate seeking relief under the paragraph to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the contract by the buyer shall be established if the buyer furnishes to the health studio a certification of such disability by a physician licensed under Chapter 458, 459, 460, or Chapter 461 provided the diagnosis or treatment is within the physician's scope of practice.

G. Health Studio registration number needs to be on the membership contract.

H. Each contract of a health studio facility shall include the phrase “...(Name of Firm)...is registered with the State of Florida as a Health Studio Facility Registration Number...”

I. Health studios exempt from posting security must include in all contracts for health studio services the following disclosure statements:
SHOULD YOU (THE BUYER) CHOOSE TO PAY FOR MORE THAN ONE (1) MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THE HEALTH STUDIO AND/OR THIS BUSINSS LOCATION CEASES TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.

J. The initial contract will not be for a period in excess of 30 days. Renewal of contracts may not be executed and the fee therefore paid until the preceding contract expires. ALL sessions must be used within 30 days.

K. A provision that if the health studio requires a buyer to furnish identification upon entry to the facility and as a condition of using the services of the health studio, the health studio shall provide the buyer with the means of such identification.

_____ Signature of Trainee	_____ Date	_____ Legal Guardian	_____ Date
_____ Signature of Trainer	_____ Date	_____ Signature of Trainer	_____ Date

Last Name _____ First Name _____ Middle Initial _____

Address _____

Tele. Numbers: Business _____ Home _____ Cell _____

E-Mail Address _____ Fax _____

In Case of Emergency, Contact _____ Phone _____

Personal Physician _____ Phone _____

Cardiologist _____ Phone _____

Age _____ Date of Birth _____ Weight _____ Height _____ BP _____ RHR _____ THR _____

This form is designed to help identify individuals for whom physical activity might be inappropriate at the present time. It is not intended to substitute for a complete physical examination and assessment by a physician. It is recommended that each client undergo a medical examination prior to the initiation of an exercise program. With this understanding please answer the following.

1. Do you currently have an illness or infection? Yes No If yes, explain

2. Have you been hospitalized or had major surgery within the last year? Yes No

If yes, explain _____

3. Are you pregnant or have you given birth within the last two months? Yes No

4. Do you have a history of severe stress, and/or depression? Yes No

5. Do you have a history of the following conditions? Check all that apply.

Diabetes Smoking Thyroid Disorder Hypertension (Blood Pressure)

Liver Disorders Hyperlipidemia (High Blood Cholesterol) Kidney Disorders

Asthma Atherosclerosis Bronchitis Myocardial Infarction

Emphysema Irregular Heartbeat Family History of Heart Disease

Angina(discomfort in chest, heavy) Silent Ischemia (Obstruction of artery, inadequate blood flow)

Coronary Artery Bypass Grafting Angioplasty Pace Makers & Implantable Defibrillators

Valvular Heart Disease Congestive heart failure Cardiac Transplant Peripheral Arterial Disease

Anuerysms & Marfan Syndrome (Enlargement or Tearing of arteries) Pulmonary Disease

Renal Failure Obesity Frailty Anemia (Shortage of red blood cells)

AIDS Herpes Organ Transplant Chronic Fatigue Syndrome Arthritis

Low Back Pain Syndrome Osteoporosis Stroke and Head Injury Spinal Cord Injury Scoliosis

Epilepsy Multiple Sclerosis Polio and Post-Polio Syndrome Muscular Dystrophy

5. Continued...

- Amyotrophic Lateral Sclerosis Cerebral Palsy Parkinson's Disease Mental Retardation
- Alzheimer's Disease Mental Illness Deaf and Hard of Hearing Visual Impairment

6. Do you have a history of the following injuries or orthopedic problems?

- Joint Problems _____ Tendonitis _____ Arthritis
- Back Lower/ Mid/ Upper Bursitis _____ Bad Knees Left Right

7. Do you have any other medical history not previously mentioned? Yes No

If yes, explain _____

8. Are you currently receiving physical therapy? Yes No

If yes, explain _____

9. Are you currently taking any medication? Yes No

If yes, list medication(s) and condition(s) _____

10. Are you presently involved in an exercise program? Yes No

If yes, please specify activity type, frequency and duration _____

11. In order to help design an enjoyable program, please select from the following activities and also equipment of particular interest to you:

- Activities:** Body Building Strength Training General Fitness Cardiovascular
 Flexibility Weight Loss Cardio Kickboxing Aerobics/ Hi-Lo Yoga
- Equipment:** Free Weights Machines Circuit Training Biking
 Stair Master Treadmill Step Reebok Spinning

I acknowledge, to the best of my ability, that I have answered the above questions completely and honestly, and reaffirm that I have no known medical problems that would restrict my ability to participate in this exercise program. I also understand that any physical activity involves risk. Therefore, I do hereby waive, release and forever discharge the trainer from any or all responsibilities or liability from injuries or damages occurring as a result of my participation in any activities in any setting or use of equipment or machinery.

Signature of Trainee

Date

Legal Guardian

Date

Signature of Trainer

Date

Signature of Trainer

Date

Notes _____

I understand that a 24 hour notice is needed in order to cancel a session. If one is not given within that time, a \$35.00 charge will be assessed at the next session. If training with a partner and only one party member is present either canceling party pays partner's fee, for the hour session, \$40.00 or partner training by him or herself, chooses to do a 40 minute session at \$60.00, with canceling party being responsible for a \$20.00 difference. This must be decided upon before commencing training with a partner. If training hour long sessions in a group of three, and one partner cancels, the other two can train for the hour, and canceling party will still be responsible for the \$30.00 difference to accommodate other parties involved. Or, the two remaining can train a 40 minute session, and no fees assessed to canceling party. All parties involved will agree on canceling rules up front, upon commencing training program and no changes will be made to these regulations. All parties involved agree to said rules! - **Initial here**_____

Oral and written agreement not listed in contract:

_____ Signature of Trainee	_____ Date	_____ Legal Guardian	_____ Date
_____ Signature of Trainer	_____ Date	_____ Signature of Trainer	_____ Date

Mat Pilates Class Policy

Upon commencing the Mat Pilates Class, a minimum of three or four participants will agree on the day and time of class. Purchase of four sessions paid up front at \$20.00 each for 3 in a group or \$15.00 each for four in a group totaling either \$80.00 or \$60.00 for the next four weeks. If a selected day falls on a holiday, an alternate day will be chosen before the start of scheduled sessions. **Missed sessions will not be carried over for use at a later time. A commitment is made by each participant, as a group! If you or another participant are not able to attend that week, unfortunately, that session is gone! This is a group commitment and all parties involved must agree to these terms!** I understand this policy and have no problems adhering to it. **ALSO:** If anyone has a friend they want to bring in during their session, that individual will pay \$20.00 to take the class, regardless of the number of participants in that class. But all parties involved in the group must agree to allow a walk in.

_____ Signature of Trainee	_____ Date	_____ Legal Guardian	_____ Date
_____ Signature of Trainer	_____ Date	_____ Signature of Trainer	_____ Date