



Austin Simply Fit
Austin, Texas
www.austinsimplyfit.com

Central: 5134 Burnet Road

South: 1621 South Lamar Boulevard

512.502.5032

Mission Statement: *To meet the needs and desires of each individual to promote better health, wellness, and performance.*

You have taken the first step toward reaching your health and fitness goals, and we are pleased that you have chosen Austin Simply Fit LLC to help navigate your journey. There are many philosophies, protocols, and quick-fixes available in today's society. While some of those methods are valid, and we may use one or more of those methods, the most proficient training tool that you can have is your trainer. We will use a scientific approach based on valid research to conduct the most appropriate plan of action necessary to promote the desired results and a lifetime commitment to better health.

Together, we will review our program policies, promises, and procedures. From there, we will map out a plan and get started.

Thank you for the opportunity to help lead you toward your health and fitness goals.

Mark Rogers, President
Austin Simply Fit LLC

Our Program: Plans, Policies, Promises

Program Plan

Austin Simply Fit will design, with your help, the best program necessary to meet the needs and desires of each individual.

Program Policies

- 1. Session Length.** Each session will last for approximately 30 minutes, unless otherwise agreed upon in advance. **Initial:**_____
- 2. Cancellation Policy.** We adhere to a 24-hour cancellation policy. If you must cancel a session, please give us at least 24 hours notice. You will have space reserved on our schedule, and we want to ensure that you have the preferred time and day. When you cannot attend a session, we want to have the ability to reschedule in that block of time and/or reschedule your session in order to maintain consistency. Each trainer will use his or her discretion on whether or not he or she charges you for a late-cancelled or missed session, but our policy is that we are to charge and decrement that session from your account when a session is cancelled or missed without 24 hours notice. *If you have no sessions remaining in your package, we will charge your credit card for the late-cancelled or missed session for \$75.00 or the then-current rate for a single session with no package commitment.* **Initial:**_____
- 3. Late Arrivals.** If you arrive to a session more than 10 minutes late, that session will be forfeited, and we will charge and decrement that session from your account. We must abide by this policy to ensure we are prepared for the next client. **Initial:**_____
- 4. Referral Program.** If you refer a new client to us – such as a friend, family member, co-worker – and that person purchases a package of 10 sessions or more, then you will receive one free workout. You will also receive one free workout for retention of the client each time the client’s renews a package of 10 sessions or more.
- 5. Refund Policy.** Once you purchase a package of sessions, the sessions are valid for six months from the purchase date. The sessions will not be refunded unless you can document a medical condition that prevents you from using your sessions during the six-month period. Most medical situations – including injuries, procedures, surgeries, and so on – do not preclude training. All of our trainers are all comfortable and have experience in rehabilitation exercises. If it is decided that sessions will be refunded, the sessions used will be decremented from the client account at a rate of \$75.00 per session or the then-current rate of a single session with no package commitment. Credit due back will be issued based upon type of payment received. Credit card payments will be issued credit back to that particular card, less a five-percent fee. Checks will be made payable to the person who issued the check. Cash will be given to clients who paid cash for a package of sessions. **Initial:**_____

Program Promises

1. We promise you:

- A. To be prompt with appointment times and be prepared for you at your arrival for your workout.
- B. To instruct you with the safest, most effective, and most proficient form of training in order to produce the best results.
- C. To ensure that you are working out in a clean, non-intimidating, and comfortable environment for training.
- D. To pay attention to detail and individualization with you and your workout.
- E. To provide answers to any questions you might have concerning the routine, policies, procedures, your progress, and the program.
- F. To ensure that you have an entire 30-minute session devoted solely to you.

Initial:_____

2. You promise us:

- A. To be dressed, prepared, and ready for each session so that tardiness does not affect the next client scheduled or the quality of the service you receive.
- B. To be open to learning new methods of exercise.
- C. To maintain a positive attitude during each of your session, which is particularly important for the first 10 sessions, during which you may be acquiring new skills and your body adjusting to different exercises.
- D. To be open, honest, and provide quality feedback during your client evaluations so that we can keep each other accountable in reaching our mutually agreed upon goals.
- E. To feel free to ask any questions about the program, as you are here to learn and improve your health and fitness levels. We are fitness experts, and you should feel free to ask us anything!

Initial:_____

Medical History and Health Report

Please print or type clearly. All information is kept confidential.

Last Name:	First Name:
Date of Birth:	Age:
Mobile:	Email:
Street Address:	City, State, Zip:
Occupation:	Sex:
Marital Status:	Primary Care Physician & Phone:

Please list and describe any serious illnesses, diseases, or medical conditions you have currently, or any hospitalizations in the last two years (continue on separate page if necessary):

Please list any medications or supplements (both prescription and over-the-counter) you are currently taking that may or may not apply to any of the above conditions (continue on a separate page if necessary):

Please list any known allergies (continue on a separate page if necessary):

Please identify type and frequency of alcohol and tobacco usage, if any, and years of usage (for example: cigarettes, 1969-1987) (continue on a separate page if necessary):

Indicate whether you have ever been told you have/had or have even been diagnosed with any of the following:

Asthma	Yes No	Explain if "Yes"
Coronary Artery Disease	Yes No	Explain if "Yes"
High Blood Pressure	Yes No	Explain if "Yes"
Stroke	Yes No	Explain if "Yes"
Heart Abnormalities	Yes No	Explain if "Yes"
Diabetes	Yes No	Explain if "Yes"
Lung Disorder or Abnormalities	Yes No	Explain if "Yes"
High Cholesterol	Yes No	Explain if "Yes"
Arthritis	Yes No	Explain if "Yes"
Osteoporosis	Yes No	Explain if "Yes"

Should any of the above medical information change, it is your responsibility to notify us so that your records can be updated. **Initial:** _____

Emergency Contact Information

Primary Emergency Contact:

Name: _____

Relationship: _____

Phone number: _____

Alternate Emergency Contact:

Name: _____

Relationship: _____

Phone number: _____

Should any of the above contact information change, it is your responsibility to notify us so that your records can be updated. **Initial:** _____

Waiver and Release

For and in consideration of being permitted (a) to participate in activities and programs offered by Austin Simply Fit, including personal training, and (b) to use Austin Simply Fit facilities and equipment (the "Activities") – in addition to the payment of any fee or charge – you, the undersigned:

Represent and warrant that you are in good physical condition and have no impairment, disease, infirmity, illness, or other condition that could prevent you from participating in the Activities. You acknowledge that no one associated with Austin Simply Fit has given you any medical or health-related advice, and no one associated with Austin Simply Fit can give you any such advice. You acknowledge that Austin Simply Fit has encouraged you to discuss any health or medical concerns with a physician or other health professional before participating in the Activities. You acknowledge that Austin Simply Fit has recommended that you seek frequent physical examination and consultation with a physician as to participation in the Activities and physical activity, exercise, and training in general. You acknowledge that you have either had a physical examination by a physician or other health professional and have been given permission to participate, or you have decided to participate without the approval of a physician or health professional at your own risk.

_____ **(Initial)**

Acknowledge the existence of and the need for rules and regulations governing participation in the Activities. You agree to comply with Austin Simply Fit's rules and regulations presently in effect, the receipt of which you hereby acknowledge, or as they may hereafter be modified, amended, or supplemented. Austin Simply Fit reserves the right to modify, amend, or supplement rules and regulations from time to time in its sole discretion. _____

(Initial)

Acknowledge that participating in the Activities involves an inherent risk of personal injury to you, your guests, your family, and your invitees. **YOU VOLUNTARILY AGREE TO ASSUME ALL RISKS OF DAMAGE OR INJURY, INCLUDING DEATH, TO YOU, YOUR SPOUSE, YOUR CHILDREN, YOUR UNBORN CHILDREN, YOUR FAMILY MEMBERS, YOUR GUESTS, AND YOUR INVITEES. YOU – ON BEHALF OF YOURSELF, YOUR SPOUSE, YOUR CHILDREN, YOUR UNBORN CHILDREN, YOUR FAMILY MEMBERS, YOUR GUESTS, AND YOUR INVITEES – HEREBY FOREVER RELEASE AND DISCHARGE AUSTIN SIMPLY FIT FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, COSTS, LOSS OF SERVICES, EXPENSES, AND COMPENSATION ON ACCOUNT OF, OR IN ANY WAY GROWING OUT OF, ANY AND ALL KNOWN AND UNKNOWN, ANTICIPATED OR UNANTICIPATED, PERSONAL INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE RELATED TO PARTICIPATION IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO (A) INJURIES ARISING FROM USE OF EXERCISE EQUIPMENT AND MACHINES; (B) INJURIES ARISING FROM PARTICIPATION IN SUPERVISED OR UNSUPERVISED ACTIVITIES AND PROGRAMS; (C) INJURIES ARISING FROM AUSTIN SIMPLY FIT'S NEGLIGENCE, WHETHER DIRECT OR INDIRECT; (D) INJURIES ARISING FROM THE NEGLIGENCE OF AUSTIN SIMPLY FIT CLIENTS, GUESTS, AND INVITEES; (E) INJURIES, DISEASE, INFECTIONS, DISORDERS, OR OTHER CONDITIONS RESULTING FROM PARTICIPATING IN THE ACTIVITIES, INCLUDING HEART ATTACKS, STROKES, HEAT STRESS, SPRAINS, BROKEN BONES, AND TORN OR DAMAGED MUSCLES, LIGAMENTS, OR TENDONS; AND (F) ACCIDENTAL INJURIES THAT OCCUR WITHIN AUSTIN SIMPLY FIT FACILITIES OR ON THE AUSTIN SIMPLY FIT PREMISES. YOU – ON BEHALF OF YOURSELF, YOUR SPOUSE, YOUR CHILDREN, YOUR UNBORN CHILDREN, YOUR FAMILY MEMBERS, YOUR GUESTS, AND**

YOUR INVITEES – FURTHER AGREE AND COVENANT, IN CONSIDERATION OF THE PERMISSION TO PARTICIPATE IN THE ACTIVITIES GRANTED ABOVE, TO NEVER TO FILE ANY CLAIM, LAWSUIT, OR OTHER PROCEEDING, WHETHER JUDICIAL OR ADMINISTRATIVE, AGAINST AUSTIN SIMPLY FIT FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR OTHER INJURY THAT MAY ARISE OR RESULT FROM PARTICIPATION IN THE ACTIVITIES. _____ (Initial)

Acknowledge and agree that Austin Simply Fit will not be liable to you, your family members, your guests, or your invitees for any personal property that is damaged, lost, or stolen while on or around the Austin Simply Fit premises, including but not limited to vehicles and their contents. You agree that you will be liable to Austin Simply Fit for any damage to Austin Simply Fit facilities or any equipment, fixture, or property located thereon caused by you, your family, members, your guests, or your invitees. _____ **(Initial)**

Agree to supervise your spouse, your children, your family members, your guests, and your invitees. You further agree that you are responsible for their conduct at all times while they are within the Austin Simply Fit facility and on the Austin Simply Fit premises. _____ **(Initial)**

AGREE TO, AT ALL TIMES, DEFEND, INDEMNIFY, AND HOLD AUSTIN SIMPLY FIT HARMLESS FROM AND AGAINST ANY LOSS ARISING OUT OF OR BASED ON ANY INJURY, DAMAGE, DEATH, OR OTHER LOSS CLAIMED TO BE CAUSED, IN WHOLE OR IN PART, BY YOU, YOUR SPOUSE, YOUR CHILDREN, YOUR FAMILY MEMBERS, YOUR GUESTS, OR YOUR INVITEES IN THE COURSE OF PARTICIPATING IN THE ACTIVITIES OR THAT OTHERWISE OCCUR ON THE AUSTIN SIMPLY FIT PREMISES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT AUSTIN SIMPLY FIT IS PERMITTING YOU TO PARTICIPATE IN THE ACTIVITIES IN RELIANCE ON THE DISCLAIMERS AND LIMITATIONS SET FORTH HEREIN. _____ (Initial)

Agree that if any time you experience pain or discomfort while participating in the Activities, you will immediately cease your activity and inform Austin Simply Fit of your symptoms. _____ **(Initial)**

Understand that in the course of participating in the Activities, Austin Simply Fit staff may touch or position your body, and you consent to such touching and positioning. You agree that if any time you are uncomfortable with touching or positioning, or you feel that touching or positioning is inappropriate, you will immediately instruct the Austin Simply Fit staff member to stop and notify Austin Simply Fit's management in writing. _____ **(Initial)**

*Irrevocably consent to the use of my likeness, including my image in any form, by Austin Simply Fit for the purpose of advertising and promotion in any media, including but not limited to websites, throughout the world, in perpetuity. I agree that Austin Simply Fit will own all right, title, and interest to my likeness and that it may edit, modify, and distribute my likeness, without limitation, and without compensation or further permission or notification to me. I hereby waive any inspection or approval of use. I also waive and release Austin Simply Fit from any claims based upon invasion of privacy, right of publicity, defamation, false endorsement, or claim of visual or audio alteration or faulty mechanical reproduction. No promise or representations of any kind have been made to me related to the use of my likeness. _____ **(Initial)***

As used herein, the term "Austin Simply Fit" means Austin Simply Fit LLC, a Texas limited liability company; Mark Rogers, an individual; and their respective members, owners, officers, directors, shareholders, partners, principals, employees, contractors, trainers, instructors,

landlords, spouses, servants, agents, representatives, predecessors, affiliates, subsidiaries, partnerships, limited partnerships, trusts, joint operating trusts, parent companies, firms or corporations, successors, trustees, beneficiaries, transferees, heirs, devisees, attorneys, and assigns.

I have read the foregoing thoroughly and understand and agree to the above terms.

Signed: _____ Date _____

Print: _____

I, the undersigned parent or legal guardian of _____
("Minor"), hereby execute the foregoing for and on behalf of Minor. I represent that I have full legal authority to act for and on behalf of Minor. I AGREE TO INDEMNIFY AND HOLD HARMLESS AUSTIN SIMPLY FIT FOR ANY EXPENSES, CLAIMS, OR LIABILITIES THAT MAY ARISE AS A RESULT OF ANY INSUFFICIENCY OF MY FULL LEGAL AUTHORITY TO EXECUTE THE FOREGOING.

Signed: _____ Date _____

Print: _____

Relationship: _____