



2525 S. 174th St., Omaha, NE 68130 • (402) 301-8657 • www.devetterfitness.com

Agreement

Mr./Mrs./Ms.: _____

_____	_____	_____	_____
First Name	M.I.	Last Name	Birth Date

_____	_____	_____	_____
Address	City	State	Zip Code

_____	_____	_____	_____
Home Tel. No.	Bus. Tel. No.	Cell No.	e-mail

_____	_____	_____	_____
Emergency Contact	Phone Number	Relationship	Spouse's name

_____	_____
Physician(s)	Physician's Phone Number

Health History

Are you taking any medications? (Please list details below)

Medication	Dosage	Reason	Taking Since
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Do you have, or have had in the past, any of the following?

- _____ Heart Problems, Chest Pain or Stroke
- _____ High Blood Pressure
- _____ Any Chronic Illness or Condition
- _____ Difficulty with Physical Activity
- _____ Recent Surgery (past 12 months)
- _____ Pregnancy (past 3 months)
- _____ History of Breathing or Lung Problems
- _____ Previous Injury Still Affecting You (Including Joint, Muscle or Back Disorder)
- _____ Diabetes or Thyroid Condition
- _____ High Cholesterol
- _____ History of Heart Problems in Immediate Family
- _____ Hernia or any condition that may be aggravated by lifting weights

Has your doctor ever advised you not to exercise? _____

Do you smoke? _____ Were you ever a smoker? _____

How much did/do you smoke? _____ When did you stop smoking? _____

How did you hear about DeVetter Fitness Boot Camps and Personal Training?

What are your goals? What is your motivation for those goals. On a Scale of 1-10 how committed are you to those goals?

Would you like additional training, bootcamps sessions, nutritional help or supplements to help you reach your goals?

Tips for Success

1. Commit to a lifestyle of healthy eating and physical activity!
2. For weight loss, make sure to get at least 4-5 exercise sessions per week.
3. Set goals that are (SMART) Specific, Measurable, Attainable, Relevant and Time Based.
4. Find an accountability partner.
5. **Keep a food journal.**
6. If you have questions or need help with something please ask, I enjoy helping my clients improve and reach their goals!
7. If you are not willing to make changes outside of bootcamp you will not see great results!

Policies

1. Conservative Attire - in order to make it a comfortable environment for every one please wear conservative attire. For example no short shorts or sports bras that do not cover the abdominal area.
2. Guests- any one is allowed to try a DeVetter Fitness, Inc. Boot Camp one time to see if they are interested in joining the class. If they do not live in town or are not interested in doing the whole boot camp, they may come up to 3 times with a \$10 charge per time.
3. Water/Sweat Towel- it is a good idea (not mandatory) to bring a bottle of water and a hand towel when you come to work out.
4. You agree to follow all instructions of your trainer.
5. You must turn off your cell phone and not use it in the studio

100% Money-Back Guarantee: We promise to refund 100% of your training fees if you are not completely satisfied with your results after your first 12 weeks, if you have attended all of your sessions, have worked out a total of 5 times or more per week and have kept a food journal for each day and have documented each of these things.

Payment: Payment for all services must be received before the participant can start the boot camp or training. The amount paid is non-refundable except as stated hereafter. All sessions in a package must be completed within one year of your starting that package. Sessions are not transferable without our written consent.

Health: You must sign a release of liability waiver, fill out a health history and do a fitness assessment before being allowed to do personal training or join the boot camp. You represent that you do not have any health condition that strenuous exercise could make worse. You understand that our trainers are not medically trained to monitor your health during exercise. You agree to contact your own doctor for any questions regarding your ability to exercise safely. This program is for your recreational use only.

Renewal: You renew this Agreement automatically, and keep your reserved time slot automatically at the same rate that you were previously paying unless you hand in or e-mail in a written cancellation. Cancellation must be given 30 days or more prior to desired cancellation time. **You may cancel this Agreement within 3 days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to DeVetter Fitness. You will receive a complete**

refund of all monies paid within 30 days after receipt of the notice of cancellation made within the 3-day provision. You may also cancel this Agreement under other conditions stated on page 4. Page 4 contains a Waiver of any right you may ever have to claim any damages for loss, injury, or death from DeVetter Fitness and others. By signing below you acknowledge you have read, understand, and agree to all terms on pages 1, 2, 3 and 4, and have received a copy of this Agreement.

Package Purchased: _____

Price per Month: _____ Total Cost: _____ Amount Paid: \$ _____

Your Signature: _____ Date: _____

Parent or Guardian's Signature if under 18: _____

Name and Likeness Release Form

For valuable consideration, the receipt of which I acknowledge, I irrevocably give my consent to and authorize DeVetter Fitness and anyone authorized by them to use any and all pictures and likeness' of me and any reproductions thereof, in any media, with or without my name, for advertising purposes and for purposes of trade.

Your Signature: _____ Date: _____

Witness Signature: _____ Name (Print): _____

Address: _____

Rescheduling/Missed Sessions

I understand that missed sessions are factored into the cost of all services and **I will not be given a refund of any sort for missed sessions.** I also understand that any missed personal training sessions, and sessions cancelled within **48 hours** of the appointment will be counted as sessions and charged.

Your Signature: _____ Date: _____

Payments

ARB Authorization- Date of First Payment _____

Choose Payment Type: Visa / Mastercard / Discover / Checking / Savings

For Credit Card: Credit Card Number _____

Expiration Date _____ Verification Number _____

For Bank Account: Bank Name _____

ABA Routing Number _____

Account Number _____

Would you like to add any Prograde Supplements to help get the most out of your workouts and recovery?

Weight loss: EFA Icon, VGF 25, Post Work Out and Cravers or

Anti-Aging: Longevity (with acai berry in it), EFA Icon and VGF 25

Cancellation upon death or disability: The buyer may cancel this Agreement if the buyer dies or becomes physically unable to avail himself or herself of a substantial portion of those services which he or she used from the commencement of the Agreement until the time of disability, with refund of funds paid or accepted in payment of the Agreement in an amount computed by dividing the Agreement price by the number of weeks in the Agreement term and multiplying the result by the number of weeks remaining in the Agreement term. The buyer or the buyer's estate seeking relief under this paragraph shall provide proof of disability or death. A physical disability sufficient to warrant cancellation of the Agreement by the buyer shall be established if the buyer furnishes to the health studio a certification of such disability by a physician licensed in Nebraska to the extent the diagnosis or treatment of the disability is within the physician's scope of practice. A refund shall be issued within 30 days after receipt of the notice of cancellation made pursuant to this paragraph. **Other Cancellation Provisions:** If this location goes out of business, or moves its facilities more than 5 driving miles from the business location designated in such Agreement and fails to provide, within 30 days, a facility of equal quality located within 5 driving miles of the business location designated in such Agreement at no additional cost to the buyer, you may cancel this Agreement and receive a complete refund of all dues paid for future services within 30 days after receipt of the notice of cancellation. 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 which the health studio has subrogated or assigned the consumer's Agreement. The business location of a health studio shall not be deemed out of business when temporarily closed for repair and renovation of the premises: Upon sale, for not more than 14 consecutive days; or during ownership, for not more than 7 consecutive days and not more than two periods of 7 consecutive days in any calendar year. The initial Agreement will not be for a period in excess of 36 months and thereafter shall only be renewable annually. Such renewal Agreements may not be executed and the fee therefore paid until 60 days or less before the preceding Agreement expires. The buyer should contact the state department that handles this within 60 days should DeVetter Fitness go out of business. **NOTICE OF CANCELLATION:** Any notice of intent to cancel or termination by Client under any provision of this Agreement must be delivered in person or by mail to DeVetter Fitness, 2525 S. 174th St., Omaha, NE 68130. We assume no responsibility for mail not received if not sent by certified mail.

Client's Initials _____

Assumption of Risk, Waiver and Release of Liability, and Miscellaneous Provisions

In consideration of the permission to use the facilities, equipment, services, premises, and products provided at DeVetter Fitness today, and at any time in the future, **I understand and agree to all of the following:**

Assumption of Risk: I understand that any physical activity carries with it an inherent risk of injury. Strength training can involve strenuous exertions of various muscles placing stress on the muscles, bones, and joints. Cardiovascular training can involve sustained physical activity placing stress on the heart, arteries, and blood pressure. Risk of injury may be minor such as soreness, sprains, strains, and bruises, or serious such as heart attack, stroke, paralysis, and death. I understand these risks and agree to assume all risk of injury or illness associated with exercise whatever the cause.

Waiver and Release of Liability: I voluntarily and knowingly agree on behalf of myself, my spouse, my heirs, personal representative, assigns, and anyone else claiming by or through me to release, waive, and discharge DeVetter Fitness, its directors, officers, owners, employees, volunteers, independent contractors, agents, assigns, successors, vendors, suppliers, equipment manufacturers, lessors, consultants, other clients, and all others associated with them (collectively "all others") from all liability from any and all claims, demands, or suits arising from the acts, failure to act, or conduct of any of them arising from their negligence (whether ordinary or gross), breach of duty, or any other theory of legal liability for (1) any physical or emotional injury or illness suffered by me (including death) arising from my attending DeVetter Fitness or using its equipment, facilities, services, products, and/or premises; and (2) any damage to, loss of, or theft of my property.

Indemnification and Hold Harmless: I agree on behalf of myself, my spouse, my heirs, personal representative, assigns, and anyone else claiming by or through me to indemnify and hold harmless DeVetter Fitness and all others by paying all costs and attorneys fees they incur in investigating and defending a claim or suit if such claim or suit is withdrawn, or if a court determines for whatever reason (including the enforceability of this agreement, that DeVetter Fitness and or others are not liable for the injury or loss.

Denied Payment Charges: If my payment is denied for any reason, I agree to pay a \$25.00 service charge plus the amount of the denied payment within 5 days. I agree to pay all costs of collection, including reasonable attorney's fees and court costs.

Interpretation: This Agreement is intended to be interpreted as broad and as inclusive as permitted by the laws of Nebraska to relieve DeVetter Fitness, and all others associated in any way with DeVetter Fitness, from all liability for any and all claims for damages due to injury or property loss based on any legal theory. This Agreement shall be interpreted under the laws of Nebraska.

Severability and Venue: If any portion of this Agreement is held invalid, the balance of the Agreement shall continue in full legal force. Any legal action shall be brought in Douglas County, Nebraska.

Consent to physical contact: It is sometimes necessary for a trainer to physically touch a client to attain the proper form for an exercise. I hereby consent to such appropriate physical contact.

Entire Agreement: Pages 1 and 2 constitute the entire Agreement. I have not relied on any oral representations by anyone in addition to, or inconsistent with, the written terms of this Agreement.

Client's Initials _____