

# High Performance Personal Training, LLC

## Application Questionnaire

<b>Name:</b>	<b>Date of Birth:</b>
<b>Address:</b>	
<b>City, State, Zip:</b>	
<b>Height / Weight:</b>	<b>Email:</b>
<b>Phones</b> home, work, mobile:	

1. Do you have any health condition that would put you at risk while following a strict diet or aerobic exercise program (such as diabetes, high blood pressure, heart condition, etc.)?
2. If yes, please name condition(s):
3. Do you have any injuries, past or present, which could possibly impact your ability to exercise? If yes, please explain:
4. What do you want the product of your training to be (ex.: a beautiful physique, greater health and vitality, etc.)?  
Why?
5. On a scale of 1 to 10 , rate your commitment to the goal of achieving the body of your dreams:
6. What is the amount of time in days and hours that you are willing to commit to physical training?:
7. How often do you normally involve yourself in aerobic activity?
8. What is your favorite form of aerobic activity:
9. How often do you train with weights and for how long?
10. How many calories do you think you consume in a normal day?
11. How many meals do you eat in a normal day?
12. Do you feel hot or cold often?
13. Are your hands or feet cold often?
14. Please list everything you have eaten for the past two days:  
Yesterday Day before:

15. Do you commit to following the advice of your trainer completely?

\_\_\_\_\_  
Applicant signature

\_\_\_\_\_  
Date

# High Performance Personal Training, LLC

## Contract

This agreement is entered into between the Client who has signed below and High Performance Personal Training LLC / Jason Kozma, personal trainer and \_\_\_\_\_ (Trainers).

1. General: This agreement concerns a personal training service with an optional recommendation of an individualized dietary program to clientele.
2. Fees: Client agrees to pay an initial fee for a dietary consultation if such service is requested, and pay for each training session in advance of the session as dictated by the Trainer.
3. Initial Down Payment: \_\_\_\_\_ Diet creation only \_\_\_\_\_ Other
4. Health Statement: (Assumption of Risk). Client understands that this service is designed and intended for persons in good health with no aggravating medical or physical problems. Client has provided a separate statement of medical history to Trainers as a means of assuring Trainers that no such problems exist, which could cause difficulty or complication in this program. Trainers has relied on Client's statement as being accurate and complete, as a condition for entering into this Agreement. Client further acknowledges and understands that fitness and exercise training programs include some degree of risk, although remote, as to the possibility of adverse changes including, but not limited to, abnormal blood pressure, fatigue, dizziness, disorders of heart rhythm, and very rare instances of heart attack, stroke, or even death. In addition, there exists risk of bodily injury including, but not limited to, injuries to the muscle, tendons and ligaments of the body. Client understands these risks and cannot hold the Trainers responsible for any injury received to Client while training with or without the guidance of the Trainer. As with any exercise and/or diet program, it is recommended that you consult with your physician before beginning the diet or initiating the exercise program.
5. Dietary recommendations: Trainer's dietary recommendations are not intended to diagnose, treat, cure, or prevent any disease. The Trainers are not nor purports to be a doctor, nutritionist, or any sort of health care professional. Trainer's dietary recommendations are intended to help the client reach his/her program goals as told to the Trainers by the client. Dietary recommendations are designed and intended for persons in good health with no aggravating medical or physical problems. Client therefore accepts dietary recommendations at their own risk.
6. Age: Client declares that he/she is over eighteen years of age, or (if not) the signature of a parent or legal guardian below constitutes an agreement that Trainers shall be held harmless from any loss, damage or injury sustained by the minor in the same manner and to the same extent as if the minor were competent to sign this Agreement on his/her own behalf.
7. Disputes: Any disputes connected with this Agreement, its execution, or its interpretation shall be settled by mandatory binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, at Los Angeles, California; using a single arbitrator, with the arbitrator's decision entered into as a judgment in any court of competent jurisdiction. The arbitrator shall award attorney fees and costs to the prevailing party if it is equitable to in the arbitrator's opinion and sole discretion.
8. Cancellation and Policy Agreement: You, the buyer may cancel this agreement at any time prior to midnight of the third business day, after the date of this agreement, excluding Sundays and holidays. To cancel this agreement, mail or fax a signed and dated notice that you are canceling this agreement. A telephone call is also acceptable. If you cancel under these provisions, you are liable for the pro rate costs of any services you have elected to receive prior to the cancellation, plus applicable fees (\$\_\_\_\_) for dietary recommendations, (if such service was purchased) which you have elected to receive and actually received prior to cancellation, and such amount will be deducted from any refund due to you. You, the client may only cancel thereafter due to medical reason with written consent of your physician stating the reason as to why you are unable to use Trainer's services.
9. I hereby grant High Performance Personal Training permission to interview me and/or to use my likeness in photograph(s)/video in any and all of its publications and in any and all other media, whether now known or hereafter existing, controlled by High Performance Personal Training, in perpetuity, and for other use High Performance Personal Training. I will make no monetary or other claim against High Performance Personal Training for the use of the photograph(s)/video. I certify that I have fully read and understand the terms of this Agreement and will comply with the contents herein.

Date of Contract: \_\_\_\_\_.

Signature: \_\_\_\_\_

If the client is a minor parent/ guardian must sign below:

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Print name: \_\_\_\_\_

# High Performance Personal Training, LLC

## AGREEMENT

I the client understand:

That the first day I start training with Trainer I must pay \$\_\_\_\_\_ directly to the gym for my \_\_\_\_\_ month membership, and \$\_\_\_\_\_ per session directly to Trainer for  Partnered training  Private training.  
Please read and initial the following:

\_\_\_\_ I will show this diet (if diet is provided) to my doctor if necessary, and will not start the diet until my doctor has approved it.

\_\_\_\_ I will discuss the exercise portion with my doctor if necessary, and will not start until my doctor has approved it.

\_\_\_\_ I, the client will follow the diet provided to me by Trainer exactly as instructed.

\_\_\_\_ I. The client understand that I must not skip any meals, and must weigh all portions.

\_\_\_\_ I, the client will honestly record what I eat on a daily basis in the weekly diet dairy, so that Trainer can adjust my diet as necessary.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Trainer: \_\_\_\_\_ Date: \_\_\_\_\_

Important information for new clients:

Training sessions: Each training session can last up to, but not more than 55 minutes. If you are late arriving for your session, Your training will not extend beyond your scheduled time slot. Also, your trainer is obligated to wait only 15 minutes beyond your scheduled "start time" before you are considered a "no show," unless you have called and advised that you will be running late.

Cancellation policy: If you cancel a training session without adequate notice, or simply fail to show up, you will be charged for that time period. To avoid charges, cancellations must be made by 5:00 PM of the day before any scheduled workout by calling your trainer.

Regarding partnered training: If you signed up for partnered training, you may still find yourself working out without a partner, until the available time slot is filled. Do not worry, it is the trainer's responsibility to provide you with a partner, so you will not be liable for the private training rate unless you request private training.

Gym memberships: You will need to purchase a gym membership directly from the gym where you will be training. It is best to purchase your membership on your first day of actual training so that you have maximum use of your membership.

Check policy: Checks are rarely accepted- Cash is the norm. If your check is accepted and it is returned by your bank for any reason, A \$20 service charge will be added and your trainer must receive full payment in cash before training services can resume. In addition, if the obligation is not paid promptly, you may be liable for treble damages per California Civil Code Section 1719.

Expiration: All unused sessions or packages left idle for 6 months or more are forfeit and void.

Thank You

Your consideration in the above matters can ensure that your training is an enjoyable and rewarding experience.

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Date of Contract: \_\_\_\_\_. This contract is deemed to be made and entered into in Santa Monica, CA

Signature: \_\_\_\_\_

If the client is a minor parent/ guardian must sign below:

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Print name: \_\_\_\_\_