

KENNEDY FITNESS

CONSENT/LIABILITY WAIVER

Please read the information below carefully and print and sign your name at the bottom of this form. By signing this Consent, you are agreeing to the stipulations and requirements of Kennedy Fitness, LLC. You are also confirming that you understand that not engaging in both proper exercise and nutritional habits may hinder your progress towards your goals.

I, _____ agree to participate in the Kennedy Fitness Program for the previously agreed-upon fee(s). I understand that I must cancel a scheduled appointment at least 24 hours prior to that appointment. If I fail to do this, I will forfeit the appointment without a refund.

I understand that the Kennedy Fitness Program is not a medically supervised program and that this Program was developed for healthy people with no medical conditions or risks, either physical or psychological. In addition to the terms above, I represent that I am in good physical condition and have no medical reason or impairment that might prevent me from participating in this Program. As such, I acknowledge that Kennedy Fitness, LLC did not give me medical advice before this Program, and cannot give me any after the Program, related to my physical condition and ability to participate. If I have any health or medical concerns now or after the Program, I will discuss them with my doctor. The information provided to me in any testing provided by Kennedy Fitness, LLC is not intended to diagnose, treat, cure, prevent any disease or give medical advice of any kind.

If I have an existing medical condition, before I can begin, I will present Kennedy Fitness, LLC with a *Medical Release* form, signed and dated by my personal physician. This form represents my physician's approval to participate in this fitness program. I grant permission to Kennedy Fitness, LLC to contact my personal physician/dietitian/health care professional, or 911 emergency dispatch if I require medical assistance during my participation in this Program.

I understand that my Certified Personal Trainer is not a Nutritionist or Dietician. If I require more than general nutritional information I must consult with a Nutritionist or Dietician outside of Kennedy Fitness, LLC.

The Kennedy Fitness Program is designed to help participants achieve their fitness goals by altering or maintaining body composition through the application of proper exercise and nutritional habits. This Program focuses on improving body composition and overall health, not necessarily weight loss. During the Program, I should not expect to lose more than a maximum of two pounds per week. I also understand before beginning to exercise I will be asked to endure a series of assessments which may include: being weighed, measured, pinched, and stressed for flexibility, muscular abilities, and cardio-respiratory health. During these tests my body may bruise, sweat, and experience increases in blood pressure and heart rate. There also exists the possibility for muscular strains, joint sprains, heart attack, and other unforeseeable adverse health conditions.

Kennedy Fitness, LLC will provide me with a copy of my original measurements, goals, and the strategy necessary for me to achieve my goal, which will be discussed during my first appointment. In addition to the individualized exercise routines, Kennedy Fitness, LLC will monitor my progress during the Program and provide me with educational materials, adjustments to my exercise and nutritional recommendations, and, if necessary an updated copy of my measurements, goals, and strategy to accommodate changes in my fitness goals. I agree to read and complete all of the forms and bring them with me to my first appointment. I also agree to attend scheduled appointments with Kennedy Fitness, LLC and comply with the recommendations of the Kennedy Fitness Program designed to assist in the achievement of my goals.

Participating in the Kennedy Fitness Program involves the risk of injury to me or my guest(s), whether I or someone else causes it. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death. **In consideration of my participation in the activities offered by Kennedy Fitness, LLC, I understand and voluntarily accept this risk and agree that Kennedy Fitness, LLC, its owner(s), manager(s), and staff will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to me, my spouse, guests, children (both born and unborn), or relatives resulting from the negligence of Kennedy Fitness, LLC or anyone on Kennedy Fitness' behalf whether related to exercise or not.** Additionally I agree to indemnify and hold harmless Kennedy Fitness, LLC, against any claims brought against Kennedy Fitness, LLC, by third parties arising out of my participation in the Kennedy Fitness Program. Further, I understand and acknowledge that Kennedy Fitness, LLC does not manufacture fitness or other equipment, but purchases and/or leases equipment. I understand and acknowledge that Kennedy Fitness, LLC is providing recreational services and may not be held liable for defective products. This Agreement is not effective until it is signed and dated. By signing below, I acknowledge and agree that I have read the foregoing and know of the nature of the activities at Kennedy Fitness, LLC and I agree to all the terms of this Agreement and acknowledge that I have received a copy of it and Kennedy Fitness' Policies & Procedures.

Client Signature _____ Date _____

KENNEDY FITNESS

POLICIES & PROCEDURES

I. Mission Statement:

At Kennedy Fitness it is our mission to assist our clients in achieving their health and fitness goals. We strive to accomplish this by monitoring their body composition and circumference measurements while teaching them proper exercise technique, and encouraging healthy nutritional habits. We strongly believe that it is our responsibility to promote healthier lifestyles to our peers and today's youth by setting a positive example ourselves. We strive to accomplish this while maintaining an unmatched level of customer service and satisfaction through hard work, honesty, and integrity.

II. The Kennedy Fitness Program:

- A. The Kennedy Fitness Program is not intended to diagnose, treat, cure, or prevent any disease or give medical advice of any kind.
- B. The Kennedy Fitness Program is not a medically supervised program and was developed for healthy people with no medical conditions or risks either physical or psychological.
- C. If a client reports a medical condition or risk on their *PAR-Q* or *Medical History* forms, they will be required to obtain authorization to participate in The Kennedy Fitness Program from their Physician before being allowed to participate in the Program.
- D. Clients shall be made aware that their Certified Personal Trainer is not a professional Nutritionist or Dietician. Consequently any nutritional and dietary advice given shall be general in nature. If more specific advice is desired the client should seek consultation from a professional Nutritionist or Dietician.
- E. Above all else, the most important thing to Kennedy Fitness, LLC is your safety! For that reason in addition to completing all necessary paperwork (including *Medical Release* form if needed) each client will be advised to endure a series of assessments before continuing with the Program. These assessments may include some or all of the following: being weighed, measured, pinched, and stressed for flexibility, muscular abilities, and cardio-respiratory health.
- F. Kennedy Fitness, LLC also recommends that each client purchase and utilize their own *BodyMedia Fit* armband & display, heart rate monitor, stability ball, and cardio-respiratory and/or resistance training equipment. The availability of these items in addition to the resistance bands, medicine balls, jump ropes and other such items that may be provided by Kennedy Fitness, LLC during your appointments may greatly increase the effectiveness of your training appointments in attaining your goals.
- G. If you (the client) are unsure of what specific brand or type of equipment may be most beneficial for you, Kennedy Fitness, LLC will be glad to provide you with information and recommendations regarding your questions.

III. Contracts and Appointments:

- A. All training contracts are to be paid in full before appointments may be serviced.
- B. All training contracts expire six months from date of purchase with the exception of the "Presidential" package which expires one full year from date of purchase, and "Unlimited" packages which must be renewed each month.
- C. All training contracts guarantee the services of Kennedy Fitness, LLC, not necessarily of a specific Certified Personal Trainer. Kennedy Fitness, LLC may change your Certified Personal Trainer at any time, for any reason.
- D. At Kennedy Fitness, LLC we recognize and acknowledge that sometimes things happen that are out of your control. If you (the client) become pregnant, severely injured, or there is a change in your medical conditions and risks outlined in the *PAR-Q* or *Medical History* forms prompting your Physician to no longer grant his/her approval of your participation in The Kennedy Fitness Program for a specified period of time, we may extend your contract expiration date in accordance with a signed note from your Physician for up to but not exceeding an additional six months.
- E. All sales are final and no refunds shall be issued unless the client's Physician has declined to allow the client to participate on all levels in The Kennedy Fitness Program, after the client has attempted to receive an authorized *Medical Release* form from their Physician **and no appointments have been serviced on the disputed contract**. Only when the above criteria has been met **and** the client submits a written request for a full refund of the training contract shall any refund be issued.
- F. All appointments shall be 55 minutes in duration. The appointment begins at the previously agreed upon time and ends precisely 55 minutes after it has begun. If a client is not ready to begin promptly they will forfeit any time that passes between the scheduled start time and when they make themselves ready to begin training.
- G. An appointment does not necessarily constitute a "workout." Your Certified Personal Trainer will gladly cover all aspects of The Kennedy Fitness Program during each appointment as you (the client) wish, and as time allows. For example; if you (the client) choose to discuss nutritional information for the entire 55 minutes of the appointment then you will be unable to exercise during that appointment as there would be no time remaining.
- H. All scheduled appointments require a minimum of 24 hours notice to be cancelled or rescheduled. If the client fails to give a minimum of 24 hours notice they will forfeit the appointment without a refund.
- I. At Kennedy Fitness, LLC we recognize and acknowledge that sometimes things happen that are out of your control. If you (the client) feel that the event that caused you to miss your scheduled appointment was *unforeseeable and out of your control*, you may submit a written request for a re-scheduling of the appointment in question within seven days of the originally scheduled and forfeited appointment. Examples of unforeseeable and uncontrollable events that **may** allow for a re-scheduling of the forfeited appointment could be as follows: death of an immediate family member, awaking ill the morning of an appointment, or severe last-minute transportation issues (i.e.: flat tire or "dead" battery discovered within one hour of the appointment), etc...
- J. Kennedy Fitness, LLC reserves the right to adjust future training rates with or without notice. Kennedy Fitness, LLC also reserves the right to offer temporary sales and promotions at any time.

Initials: _____

KENNEDY FITNESS

CONTACT, PAR-Q & MEDICAL HISTORY

Full Name _____
Address _____
City _____ State _____ Zip Code _____
Home Phone _____ Mobile Phone _____
E-mail _____
Emergency Contact _____
(Name and Telephone Number, including area code)

Date of Birth _____
Occupation _____
Married _____ or Single _____
Number of Children _____
Height _____ Sex _____
Dr. _____
(Name and Number, including area code)

How did you hear about us? _____

What size t-shirt do you wear? _____

YES NO

1. Has a doctor ever said you have a heart condition and recommended only medically supervised physical activity?..... _____
2. Do you feel pain in your chest when you perform physical activity?..... _____
3. In the past month, have you had chest pain when you were not performing physical activity?..... _____
4. Do you tend to lose consciousness or fall over as a result of dizziness?..... _____
5. Do you have a bone or joint problem that could be made worse by a change in your physical activity?..... _____
6. Is your doctor prescribing any medication for your blood pressure or for a heart condition?..... _____
7. Do you know of any other reason why you should not engage in physical activity?..... _____
8. Have you consulted your physician regarding increasing your physical activity and / or performing a fitness assessment?..... _____

9. **Past and Present Personal Medical History (Please check all that apply):**

- | | | |
|---|---|---|
| <input type="checkbox"/> Heart or Artery Disease | <input type="checkbox"/> Cancer | <input type="checkbox"/> Food Allergies |
| <input type="checkbox"/> High Blood Pressure | <input type="checkbox"/> Diabetes | <input type="checkbox"/> Ulcer (Stomach) |
| <input type="checkbox"/> Angina pectoris (chest pain) | <input type="checkbox"/> Epilepsy | <input type="checkbox"/> Anemia |
| <input type="checkbox"/> Arteriosclerosis | <input type="checkbox"/> Arthritis/Bursitis | <input type="checkbox"/> Chronic Pain |
| <input type="checkbox"/> Stroke | <input type="checkbox"/> Hernia | <input type="checkbox"/> Sacroiliac (hip) Problem |
| <input type="checkbox"/> Shortness of Breath | <input type="checkbox"/> Recent Surgery | <input type="checkbox"/> Knee Problems |
| <input type="checkbox"/> Asthma/Pulmonary Disease | <input type="checkbox"/> Depression | <input type="checkbox"/> Back Problems: |
| <input type="checkbox"/> Kidney/Liver Disease | <input type="checkbox"/> Psychological Problems | <input type="checkbox"/> cervical <input type="checkbox"/> thoracic <input type="checkbox"/> lumbar |
| <input type="checkbox"/> Gallbladder Disease | <input type="checkbox"/> Anorexia | <input type="checkbox"/> Other orthopedic or muscular problems |
| <input type="checkbox"/> Gastrointestinal Disease | <input type="checkbox"/> Bulimia | <input type="checkbox"/> Pregnant/lactating/trying to conceive |
| <input type="checkbox"/> Neuromuscular Disease | <input type="checkbox"/> Compulsive Overeating Disorder | |

I certify that the above statements are true and correct. I understand that a Medical Release Form may be requested. If a form is requested, I will be unable to engage in physical activity with Kennedy Fitness, LLC until that form is received.

Client Signature: _____ Date: _____

KENNEDY FITNESS

HISTORY, OCCUPATION & LIFESTYLE

History

1. In the past what have you done to promote your health and fitness? _____

2. How did you feel at that time? _____
3. Have you ever worked with a personal trainer before? ____ Yes ____ No
If Yes, were you satisfied with the experience? _____
If No, why not? _____
4. Have you ever had any pain or injuries (ankle, knee, hip, back, shoulder, etc.)? (If yes, please explain.)

5. Have you ever had any surgeries? (If yes, please explain.) _____

6. Are you currently taking any medication? (If yes, indicate name of medication, dosage and reason for taking it.)

Occupational Summary

Yes No

1. What is your current occupation? _____
2. Does your occupation require extended periods of sitting?..... _____
3. Does your occupation require extended periods of repetitive movements?..... _____
(If yes, please explain.) _____

Lifestyle Summary

1. Yes ____ No ____ Do you currently smoke cigarettes?
If Yes, how many cigarettes per day? ____
If you smoked in the past, when did you quit? _____
2. Yes ____ No ____ Do you consume alcoholic beverages?
If Yes, what kind and how often? _____
3. Yes ____ No ____ Do you have any hobbies (reading, gardening, working on cars, "surfing the net", etc...)?
(If yes, please explain.) _____
4. Yes ____ No ____ Do you regularly perform aerobic exercise (walk, jog, swim, bicycle, step class, etc...)?
5. Yes ____ No ____ Are you currently participating in weight training?
6. Yes ____ No ____ Do you perform stretching exercises on a regular basis?
7. What best describes your level of physical activity during the past 4-6 weeks?
____ Very Active
____ Moderately Active
____ Occasionally Active
____ Inactive
8. Please indicate any additional information which you think is important for us to know prior to fitness testing or exercise. _____

KENNEDY FITNESS

GOALS, NUTRITION & SQUAT TEST

Goals

1. What are your primary fitness goals? _____
2. What areas of your body do you most want to improve, and why? _____

3. Why do you feel you have not already achieved these goals? _____
4. How do you feel Kennedy Fitness can most effectively help you? _____

5. When do you want to accomplish these goals by, and why? _____

Nutrition

1. How would you grade your understanding of nutrition as it relates to your goals?

A B C D F
2. How would you grade your eating habits as they relate to your goals?

A B C D F
3. How many times per day do you usually eat? _____ Why? _____
4. Do you currently take any vitamins or supplements? ____ Yes ____ No
 If Yes, what and why? _____
 If No, why not? _____

Ye s	No	View	Checkpoint	Observation	Flexibility Exercise a = SMFR b = Static Stretch	Strength Exercise
		Anterior	Foot	Foot Turns Out	a = Calf SMFR b = Standing Calf Stretch	Stability Ball Bridge
			Knee	Moves Inward	a = Adductor SMFR b = Adductor Stretch	Lateral Tube Walking
				Moves Outward	a = Piriformis SMFR b = Supine Piriformis Stretch	Single Leg Romanian Dead Lift
		Lateral	Lumbo-Pelvic-Hip Complex (L-P-H-C)	Excessive Forward Lean	a = TFL/IT Band SMFR b = Standing Psoas Stretch	Step-Up to Balance
				Low Back Arches	a = TFL/IT Band SMFR b = Kneeling Hip Flexor Stretch	Supine Ball Crunch
				Low Back Rounds	a = Hamstring SMFR b = Hamstring Stretch	Prone Ball Cobra
			Upper Body	Arms Fall Forward	a = Latisimus Dorsi SMFR b = Kneeling Ball Lat Stretch	2-Arm Lat Row
			Head	Forward Head	b = Sternocleidomastoid Stretch	Prone Floor Cobra
		Posterior	Foot	Foot Flattens	a = Peroneals SMFR b = Standing Calf Stretch	Ball Squat with Tubing around Knees
				Heel Rises	a = Calf SMFR b = Standing Calf Stretch	Floor Bridge
			Lumbo-Pelvic-Hip Complex (L-P-H-C)	Asymmetrical Weight Shift	a = TFL/IT Band SMFR b = Adductor Stretch (same side) b = Piriformis Stretch (opp. side)	Stability Ball Squat
			Upper Body	Shoulder Elevation	b = Standing Levator Stretch	Prone Opposite Arm / Leg Raises

KENNEDY FITNESS

MEDICAL RELEASE

_____ is medically free to participate in weight training, aerobic
(print client's name)
conditioning, and similar activities anticipated under the supervision of Kennedy Fitness, LLC.

_____ This patient is free to participate without restrictions.

_____ This patient is free to participate with the following minor restrictions:

_____ This patient may **NOT** participate in a fitness program.

Maximum Target Heart Rate: _____

(Physician's Signature)

Date: _____

Physician's Address: _____

Physician's Phone: _____

Kennedy Fitness, LLC is a privately owned and operated fitness company specializing in one on one personal training appointments with generally healthy adults. Kennedy Fitness, LLC founder and owner Robert Kennedy was originally certified by The Cooper Institute for Aerobics Research, and now operates under certification from the National Academy of Sports Medicine, as a Certified Personal Trainer, Corrective Exercise Specialist, and Performance Enhancement Specialist.

Kennedy, his wife, and their staff of Certified Personal Trainers provide personalized instruction and coaching at Elkhorn's Common Ground, and their clients' homes when necessary. The Kennedy Fitness Program focuses on improving body composition and overall health, not necessarily weight loss. During the Program, clients should not expect to lose more than a maximum of two pounds per week.