



Barbara Seiden, MEd, ACE CPT, CAPE

PARTICIPANT RELEASE AND KNOWLEDGE OF AGREEMENT

- 1) I, _____, wish to participate in all group fitness and personal training programs/sessions offered by Barbara Seiden, MEd, ACE CPT, CAPE, (TRAINER). I understand there are inherent risks in participating in a program of strenuous exercise; consequently, I understand that a physician's approval is highly recommended prior to participating in this program and I have either obtained a signed approval from my physician or have signed the Acknowledgement of Risks Without a Medical Release Form. If I choose not to see a physician prior to beginning a fitness program, I do so strictly at my own risk and against recommendation of the TRAINER. I also agree to provide the TRAINER with my physician's contact information so that the TRAINER may receive direct clearance and program recommendation/limitations from my physician. **I have read and understand this term:** _____(initial)
- 2) I agree that the TRAINER shall not be liable or responsible for any injuries to me resulting from my participation in fitness programs (whether at home, at a training studio, outdoors, or at a corporate, commercial, residential or other fitness facility), and I expressly release the TRAINER, employees, agents and/or assigns from all claims, actions, judgments and the like which I or my heirs, executors, administrators or assigns may have or claim to have as a result of any injury or other damage which may occur in connection with my participation in fitness programs, excepting only an injury caused by an intentional act of such person or persons. This Release shall be binding upon my heirs, executors, administrators, and assigns. **I have read and understand this term:** _____(initial)
- 3) I understand that the TRAINER will make every reasonable effort to preserve the privacy of the information for the participant. I further agree that the TRAINER shall not be liable or responsible to me for any inadvertent disclosure of the information from the participant and I expressly release and discharge the TRAINER, employees, agents and/or assigns from all claims, actions, judgment and the like which I or my heirs, executors, administrators or assigns may have or claim to have as a result of any damage which may occur in connection with disclosure of private information from the participant. This release shall be binding upon my heirs, executors, administrators and assigns. **I have read and understand this term:** _____(initial)
- 4) I certify that the answers to the questions outlined on the PAR-Q form are true and complete to the best of my knowledge. I acknowledge that medical clearance is requested if I have answered "Yes" to any of the questions on the PAR-Q form. I understand and agree that it is my responsibility to inform the TRAINER, employees, agents and/or assigns of any conditions or changes in my health, now and on going, which might affect my ability to exercise safely and with minimal risk of injury. **I have read and understand this term:** _____(initial)
- 5) I understand that I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during my training program. I understand that should I feel lightheaded, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity and inform the TRAINER. **I have read and understand this term:** _____(initial)
- 6) I understand the results of any fitness program cannot be guaranteed and my progress depends on my effort and cooperation in and outside of the program. **I have read and understand this term:** _____(initial)
- 7) I understand that all programs are based on an agreed upon start time and duration between the TRAINER and myself, and should I arrive late I will not receive the full session with the TRAINER. In return, if the TRAINER is late for a session, I will still receive the full session time. **I have read and understand this term:** _____(initial)
- 8) I understand that the TRAINER bills its participants on a pre-pay basis. Once the TRAINER and I have decided upon the type of training package and payment plan I will purchase, payment must be made before the sessions are conducted. Cash, checks (made payable to Seiden Personal Training, LLC), and other payment arrangements are accepted. I understand that all programs are non-transferable and non-



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refundable. I also understand that all sessions must be redeemed within one year of purchase. **I have read and understand this term:_____ (initial)**

- 9) I understand that the TRAINER operates on a scheduled appointment basis for all programs and thus requires that I provide 24 hours' notice when canceling an appointment. No charge will be levied should I cancel with MORE than 24 hours' notice given. Should I cancel a session with LESS than 24 hours' prior notice, I will be charged in full for that training session. It is recommended that all cancelled a training session be rescheduled to ensure consistency and progress. **I have read and understand this term:_____ (initial)**
- 10) I understand that during any program, the TRAINER may have to touch my muscles or joints to correct alignment and/or to focus my concentration on a particular muscle area to be targeted. If I feel uncomfortable or experience any type of discomfort with this form of touch, I will immediately request that it be discontinued. **I have read and understand this term:_____ (initial)**
- 11) I understand that the usage of any nutritional supplements is done under my own will and has not been prescribed by the TRAINER. I further acknowledge and understand that the TRAINER is not a licensed dietician or physician and that any information or guidelines provided by the TRAINER carries no warranty of any kind, expressed or implied, including, but not limited to, warranties regarding safety or suitability for a particular purpose. **I have read and understand this term:_____ (initial)**
- 12) I understand that the TRAINER may photograph their participant events/sessions and I provide the TRAINER the absolute right and permission to use these pictures/images for any lawful promotional, advertising or marketing purpose. **I have read and understand this term:_____ (initial)**

I have read this Release and Terms of Agreement and I understand all of its terms. I sign it voluntarily and with full knowledge of its significance.

Participant's Name (Print)

Participant's Birthdate

Street Address

City, State, Zip Code

Cell Phone

Email

PARTICIPANT'S SIGNATURE

DATE

GUARDIAN'S SIGNATURE

DATE

Required for participants 17 years old and younger



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ACKNOWLEDGEMENT OF RISKS WITHOUT A MEDICAL RELEASE FORM

I, _____, execute this Acknowledgment of Risks / Acceptance of Responsibility Agreement and Release (“Agreement and Release”) and is issued to Barbara Seiden (TRAINER) and release and forever discharge the TRAINER.

Name of Program/Training: Fitness and Personal Training Program/Sessions (FPTP)

PLEASE READ CAREFULLY

Participant’s desire to participate in FPTP

I acknowledge that I am participating in FPTP. I expressly acknowledge that I have freely and voluntarily decided to participate in this FPTP.

Health and Safety

I understand that a physician’s approval is highly recommended prior to participating in this program and have either obtained a signed approval from my physician or am signing and agreeing to this form’s content to be able to participate in FPTP with the TRAINER. I also agree to provide the TRAINER with my physician’s contact information so that the TRAINER may receive direct clearance and program recommendation/limitations from my physician. Further, I represent that I have no health-related reasons or problems, which preclude or restrict participation in FPTP.

I am aware of all applicable personal medical needs, and have arranged, through comprehensive health and medical insurance, to meet any and all needs for payment of medical costs while I am participating in FPTP.

I understand and acknowledge that the TRAINER may, but is not obligated to take any actions it considers to be warranted under the circumstances regarding my health and safety. Further, I agree to pay all expenses relating thereto and releases the TRAINER from any liability for any actions taken.

Other Provisions

The TRAINER is granted permission to authorize emergency medical treatment, if necessary, and that such action by the TRAINER will cause them to assume no responsibility for any injury, damage or medical expense which might arise out of, or in connection with, such emergency medical treatment.

By signing this document, I acknowledge and represent that I am fully informed of the contents of this Agreement and Release. By reading it before signing it, and by signing this document as my own free act, I confirm that no oral representations, statements or inducements, apart from those made herein, have been made.

This Agreement and Release requires you to give up substantial legal rights.
Please read and understand this document before you sign it.

Participant’s Name (Print)

Participants Signature

GUARDIAN’S SIGNATURE

Required for participants 17 years old and younger

DATE



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Physical Activity Readiness Questionnaire (PAR-Q)

PAR-Q is designed to help you help yourself. Many health benefits are associated with regular exercise, and the completion of PAR-Q is a sensible first step to take if you are planning to increase the amount of physical activity in your life.

For most people, physical activity should not pose any problems or hazard. PAR-Q has been designed to identify the small number of adults for whom physical activity might be inappropriate or those who should have medical advice concerning the type of activity most suitable for them.

Common sense is your best guide in answering these few questions. Please read the carefully and check **YES** or **NO** opposite the question if it applies to you. If yes, please explain.

YES **NO**

- _____ _____ 1. Has your doctor ever said you have heart trouble?
Yes, _____
- _____ _____ 2. Do you frequently have pains in your heart and chest?
Yes, _____
- _____ _____ 3. Do you often feel faint or have spells of severe dizziness?
Yes, _____
- _____ _____ 4. Has a doctor ever said your blood pressure was too high?
Yes, _____
- _____ _____ 5. Has your doctor ever told you that you have a bone or joint problem(s), such as arthritis that has been aggravated by exercise, or might be made worse with exercise?
Yes, _____
- _____ _____ 6. Is there a good physical reason, not mentioned here, why you should not follow an activity program even if you wanted to?
Yes, _____
- _____ _____ 7. Are you over age 60 **and** not accustomed to vigorous exercise?
Yes, _____
- _____ _____ 8. Do you suffer from any problems of the lower back, i.e., chronic pain, or numbness?
Yes, _____
- _____ _____ 9. Are you currently taking any medications? If YES, please specify.
Yes, _____
- _____ _____ 10. Do you currently have a disability or a communicable disease? If YES, please specify.
Yes, _____

If you answered NO to all questions above, it gives a general indication that you may participate in physical and aerobic fitness activities. The fact that you answered NO to the above questions, is no guarantee that you will have a normal response to exercise. If you answered Yes to any of the above questions, then you may need written permission from a physician before participating in physical and aerobic fitness activities.

Please list any additional injuries or problems that may hinder exercising:

Participant's Name (Print)

Participants Signature

GUARDIAN'S SIGNATURE

DATE

Required for participants 17 years old and younger