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Personal Trainer \_\_\_\_\_

Date of Consultation \_\_\_\_\_

## Client Intake and Health History

All information on this form will be treated as strictly confidential. Please fill out the forms completely and accurately. This information is essential to assisting Varimax Fitness Personal Trainers to develop a program that addresses your needs, goals, and interests that is also safe and effective.

### Basic Contact Information

Name \_\_\_\_\_ DOB \_\_\_\_\_ Age \_\_\_\_\_

Address \_\_\_\_\_

Phone# (best) \_\_\_\_\_ Phone# (alt) \_\_\_\_\_

Email \_\_\_\_\_

Occupation \_\_\_\_\_ Employer \_\_\_\_\_

Emergency Contact \_\_\_\_\_

Relationship \_\_\_\_\_ Phone # \_\_\_\_\_

Primary reason for your visit? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Client Name \_\_\_\_\_

Date of Consultation \_\_\_\_\_

## Physical Readiness Questionnaire (PAR-Q)

1. Has your doctor and/or healthcare provider ever said, told, advised, and/or diagnosed you (whether permanent or temporary in duration) with any heart condition (regardless of severity) and recommend, advised, directed, limited and/or prescribed you only perform such physical activity as recommended by your doctor and/or healthcare provider, or has your doctor and/or healthcare provider recommend, advised, directed, limited and/or prescribed you only perform such physical activity as supervised by a licensed, certified, and/or credentialed healthcare professional? \_\_\_\_\_ **YES NO**
2. Do you ever feel any pain in your chest when you perform any physical activity? \_\_\_\_\_ **YES NO**
3. In the past 12 months, have you had chest pain when you were not performing any physical activity? \_\_\_\_\_ **YES NO**
4. Do you ever lose your balance because of dizziness? \_\_\_\_\_ **YES NO**
5. Do you ever lose consciousness? \_\_\_\_\_ **YES NO**
6. Do you have any health problem and/or condition (i.e. bone, joint pain or spine condition; any circulatory condition, including but not limited to: diabetes, high blood pressure, high cholesterol; or any other health condition, including, but not limited to: arthritis, anorexia, bulimia, epilepsy, respiratory ailments of any type) that could be made worse by a change in your physical activity? \_\_\_\_\_ **YES NO**
7. Have you ever undergone any surgery? \_\_\_\_\_ **YES NO**
8. Will you undergo any surgery in the next 12 months? \_\_\_\_\_ **YES NO**
9. Are you now pregnant, or have given birth in the last 6 months? \_\_\_\_\_ **YES NO**
10. Is your doctor and/or health care provider prescribing you any medication for any condition? \_\_\_\_\_ **YES NO**
11. Do you know of any other reason why you should not engage in physical activity? \_\_\_\_\_ **YES NO**

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# Physical Readiness Questionnaire (PAR-Q)

Continued

**NOTE:** If you have answered "Yes" to one or more of the above questions, consult your physician before engaging in physical activity. Tell your physician which questions you answered "Yes" to. After a medical evaluation, seek advice from your physician on what type of activity is suitable for your current condition.

## CERTIFICATION AND ACKNOWLEDGMENT

I certify and declare, under penalty of perjury under the laws of the State of California, that the foregoing responses which I have provided to the above questions on this PAR-Q form are true, complete, and accurate to the best of my knowledge. I acknowledge that medical clearance is required if I have answered "Yes" to any of the questions on this PAR-Q form. I understand and agree that it is my responsibility to inform Varimax Fitness in writing of any conditions and/or changes in my health, now and ongoing, which might in any way affect my ability to exercise safely and with minimal risk of injury.

Physician \_\_\_\_\_

Physician Phone # \_\_\_\_\_ Last Date of Physical \_\_\_\_\_

PLEASE PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



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# ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

**Varimax Fitness Program:** \_\_\_\_\_ (hereinafter the "Program")

**Participant's Name:** \_\_\_\_\_ (hereinafter the "Participant")

In consideration for permitting Participant to participate as a volunteer in the Program as directed by the relevant staff, the undersigned, for themselves, and for their respective heirs, personal representatives and assigns, agree as follows:

**Assumption of Risk:** The undersigned hereby acknowledge and agree that they understand the nature of the Program; that Participant is qualified, in good health, and in proper physical condition to participate therein; that there are certain inherent risks and dangers associated with the Program; and that, except as expressly set forth herein, they, knowingly and voluntarily, accept, and assume responsibility for, each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, Participant's participation in the Program.

**Release and Waiver:** To the fullest extent permitted by the applicable laws, the undersigned assumes full responsibility for the risk of bodily injury, death or property damage due to any alleged negligence of Varimax Fitness, its member institutions, or any subdivision thereof, and each of them, their officers, employees, agents, (collectively, the "Releasees"). The undersigned HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Releasees from all liability resulting from Participation in any Program(s). The undersigned and/or any person and/or entity acting on behalf of the undersigned, including, but not limited to: personal representative, assigns, heirs, descendants, trustees, and next of kin, for any loss or damage while the undersigned is participating in the Program whether caused by the negligence of Releasees or otherwise, expressly RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE. The undersigned expressly waives any and all claims or causes of action which may have now, before, or hereafter held against Releasees arising out of Releasees own negligence or otherwise, and the undersigned will indemnify and hold harmless Releasees against any and all claims, potential or otherwise. The undersigned agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that if any such portion of this Release is held invalid, it is agreed and understood that the balance shall, notwithstanding, continue in full legal force and effect. The undersigned agrees and understands that if the undersigned does not agree to the releases, waivers and indemnification set forth herein and to the execution of this Release, Releasees would not permit my access to its premises to participate in any Program(s).

**Governing Law:** This Release shall be binding upon the undersigned's heirs, personal representatives and assigns, and the undersigned. It shall be governed by and construed under the laws of the State of California without regard to conflicts of law principles. Venue for any legal action arising out of, or in connection with, this Release shall be laid exclusively in the state and federal courts of Sacramento County, California, which shall have exclusive jurisdiction over such dispute and the Parties consent to the personal jurisdiction of such courts. This Release constitutes the entire agreement among the parties hereto with respect to the subject matter of this Release and supersedes any and all previous agreements among the parties, whether written or oral, with respect to such subject matter.



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# ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

**Indemnification and Hold Harmless:** The undersigned also hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney’s fees, arising from, or in any way related to, Participant’s participation in the Program, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

**Financial Responsibility:** Should the undersigned required medical care or treatment of an illness or injury sustained as a result of participation in any Program(s) in anyway connected with Releasees, the undersigned agrees to be financially responsible for any and all costs, expenses, and damages incurred as a result of such treatment. The undersigned represents that adequate health insurance is in effect to cover any and all injuries and/or illness suffered or damage incurred or caused while participating in the Program.

**Permission to Use Likeness/Name:** The undersigned further agree to allow, without compensation, Participant’s likeness and/or name to appear, and to otherwise be used, in material, regardless of media form, promoting the Varimax Fitness, its member institutions, or any subdivision thereof , its/their Programs and activities, including those of its representatives and licensees.

**Severability:** The undersigned expressly agree that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** The undersigned have read this assumption of risk, release and waiver of liability and indemnity agreement, and have had the opportunity to ask questions about the same. The undersigned fully understand this assumption of risk, release and waiver of liability and indemnity agreement, that the undersigned are giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledge that they are signing this agreement freely and voluntarily.

The undersigned (Releasor) has had sufficient time to read this entire Release and Waiver of Liability and Indemnity Agreement and acknowledges being advised to seek counsel of an attorney prior to signing and has had an opportunity to do so and has freely chosen to sign the Agreement. I further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made. **BY SIGNING BELOW, THE UNDERSIGNED (OR, IF PARTICIPANT IS A MINOR, THE PARTICIPANT’S PARENT OR LEGAL GUARDIAN) HAS READ OR REVIEWED THIS ENTIRE AGREEMENT AND VOLUNTARILY AGREES TO BE BOUND BY ITS TERMS.**

PLEASE PRINT NAME OF PARTICIPANT \_\_\_\_\_  
or parent/guardian of participants under 18 years of age

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## Client Terms of Agreement

1. I understand that Varimax Fitness operates on an appointment basis for all training sessions and that I am responsible for booking and canceling my appointments as needed.
2. I understand that any cancelations (on my part) within 12 hours of my original appointment time will result in forfeiting my training session, unless rescheduled to an earlier or later time on the same date of the original appointment.
3. I understand that it is highly recommended that all canceled appointments be rescheduled as soon as possible to ensure consistency and progress in my Training Program.
4. I understand that Varimax Fitness services are charged on a prepaid basis. Dues are accepted as set packages or monthly recurring payments using (required) stored credit card information in my account created in the VARIMAX APP (also known as MINDBODY). All transactions are final. I agree to notify my Personal Trainer within 10 days to terminate Monthly Autopay Contracts.

**I HAVE READ THE CLIENT TERMS OF AGREEMENT FULLY.  
I SIGN IT VOLUNTARILY AND WITH FULL KNOWLEDGE  
OF ITS SIGNIFICANCE.**

**PLEASE PRINT NAME OF PARTICIPANT** \_\_\_\_\_  
or parent/guardian of participants under 18 years of age

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_