

Name _____ Date: _____

Address: _____ Date of Birth: _____

City/State/Zip: _____ Phone: _____

Email: _____

Emergency Contact Name & Phone Number: _____

How did you hear about Trinity? _____

I. **PERSONAL GOALS** (please circle all that apply)

Weight Loss Flexibility Increase muscle size Lower cholesterol

Reduce Stress Feel better Aerobic Fitness Muscular Strength

Muscular endurance General fitness Positive self confidence

II. **LIFESTYLE**

Are you currently exercising? YES NO

If yes, please describe what activities you are doing and how often you do them.

What activities do you prefer? _____

List any barriers in your life that you currently perceive may hinder your success in achieving your fitness goals?

What is your motivation level (1-10)? _____ Confidence level (1-10)? _____

List three words that describe you:

1.

2.

3.

COVID-19 WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Member/Participant Name: _____
(Please Print)

IN CONSIDERATION for being permitted to participate Trinity Fitness, I, on behalf of myself and all persons and entities claiming by, through or under me hereby acknowledge, agree and represent that I have inspected and carefully the Trinity Fitness premises, equipment and facilities, and I find and accept the same as being safe and reasonably suited for my use and training.

I acknowledge that the novel coronavirus ("COVID-19") is a global pandemic and that infections have been confirmed throughout the United States and Internationally, including in the state in which Trinity Fitness is located. I further understand and acknowledge that the President of the United States declared that the outbreak of COVID-19 in the United States constitutes a national emergency.

I understand and acknowledge that **Trinity Fitness** cannot guarantee my safety or immunity from infection. There is no known vaccination for COVID-19. The mode by which COVID-19 is transmitted or how long it remains on surfaces or in the air is not entirely known. I fully understand, acknowledge and appreciate these facts and the uncertainty of the virus and how it may impact my health. I knowingly and voluntarily assume all risks associated directly or indirectly with participating in any activity at Trinity Fitness, including training, entering and existing the Trinity Fitness premises, using equipment at Trinity Fitness, interacting with other persons at or around Trinity Fitness and/or using facilities within Trinity Fitness premises, including restrooms (collectively, the "Voluntary Activity"). With this understanding, **I knowingly and voluntarily waive and release the Owner Matthew Stocker, Results Only, and/or their respective directors, officers, employees, volunteers and agents (collectively, the "Releasees"), from any and all present and future claims of any type, including for any harm or loss, economic loss, personal injury, disease, death and property damage suffered by me. I agree to indemnify and hold harmless, and covenant not to sue, the Releases for any personal injury, death, medical expenses, disability, loss of capacity, property damage, court costs, attorneys' fees, and/or other loss, including arising out of or related, whether directly or indirectly, to any Voluntary Activity.**

I represent and attest that:

1. I am not experiencing any symptoms of illness. I do not have a fever or cough and am not experiencing shortness of breath. If I develop any of these symptoms, or if I have a suspected or diagnosed case of COVID-19, I agree that I will not attend or participate in any training at Result Only, or otherwise enter or be physically present at Results Only.
2. I agree to follow any and all safety protocols that have been or will be implemented by Owner, including those that are posted at Results Only and those that are sent to me electronically including by text message, SMS and/or email, as well as those posted on the website for Results Only. I acknowledge that the Owner may change these protocols at any time, and I agree to abide by any and all such changes.
3. I do not believe that I have been exposed to a person with a confirmed or suspected case of COVID-19.
4. I have not been diagnosed with COVID-19 and not yet cleared as non-contagious by state or local public health authorities.
5. I am and will continue to follow recommended guidelines as much as possible, including practicing social distancing, trying to maintain separation of six feet from others and otherwise limiting by exposure to COVID-19.
6. I will not visit or use the Trinity Fitness, services and/or programs within 14 days after (i) returning from a highly impacted area subject to a CDC Level 3 Travel Health Notice, (ii) exposure to

any person returning from areas subject to a CDC Level 3 Travel Health Notice, and/or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. I agree to regularly check the CDC Travel Health Notices including those listed at the following site: (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) before using Results Only, attending classes/training at Results Only, or otherwise participating in services and/or programs available at Results Only.

7. I agree to notify the Owner **Matthew Stocker** immediately if I believe that I am experiencing any symptoms of COVID-19 and/or if I have a suspected or diagnosed case of COVID-19.

I fully understand and appreciate both the known and potential dangers of using Trinity Fitness, its facilities, equipment, services and programs and acknowledge that the use thereof by me may, despite the Owner's **Matthew Stocker's** reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

I agree and acknowledge that use of Trinity Fitness and its facilities and services may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death and/or property damage. I HEREBY ASSUME FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY DEATH OR PROPERTY DAMAGE to me, including due to negligence, active or passive, or otherwise while in, about or upon the premises of Trinity Fitness and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with Trinity Fitness. I acknowledge that any illness or injuries that I contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and I waive any claim in respect thereof.

I further expressly agree that the foregoing COVID-19 WAIVER OF LIABILITY, ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by applicable law and that if any portion thereof is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

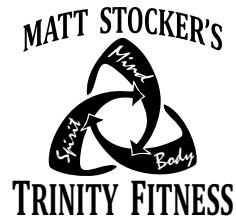
I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE RELEASES IN CASE OF ILLNESS, INJURY , DEATH OR PROPERTY LOSS OR DAMAGES, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID -19 AT RESULTS ONLY OR PROGRAM AND ALL ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS AND IS BINDING ON ME, MY HEIRS, FAMILY, ESTATE, REPRESENTATIVES AND ASSIGNS.

I HAVE READ AND UNDERSTAND THE TERMS OF THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND AGREE TO ITS TERMS.

Signature: _____

Print Name: _____

Date: _____



Personal Training and Team Training

Waiver and Release of all Claims by Client

The client acknowledges that any program of fitness and exercise may involve the risk of injury

The client represents that he/ she has recently been examined by a medical doctor and has been found able to undertake a program of exercise.

For and in consideration of the design and implementation of an exercise program for Client, by Matthew Stocker (trainer), and said other trainers, client agrees.

1. that any exercise program shall be undertaken by the client at his or her sole risk; and
2. that the trainer and **Trinity Fitness, LLC.**, and or any of its employees shall not be liable to the client, nor any other person, for any claims or causes of such actions whatsoever arising out of or connected with the services of trainer; and
3. That the client hereby releases and discharges Trainer and **Trinity Fitness, LLC.**, from any such claims or actions.

Email _____

Print name: _____

date: ___/___/___

Signature: _____

Trinity Fitness Personal Training Program

Health History Questionnaire

This Form and Your Confidentiality

This health history form is your opportunity to provide information that will assist our personal trainers in evaluating your current level of health and fitness. Trinity Fitness will maintain this form and the information you provide in a manner that assures your confidentiality. Any information you provide will be available only to the personal trainers of Trinity Fitness and will be used solely in conjunction with planning and developing health and fitness programs.

Basic Information

Name	Today's Date
Age	EMAIL
Date of Birth	
Height	Weight
CELL #	
Reason for coming to Trinity Fitness:	
Primary Physician's Name	
Primary Physician's Address	
Primary Physician's Phone No.	
Emergency contact name and No.	

Health History

Please indicate your history related to each of the following conditions by checking the appropriate box. If you have had any condition in the past, please indicate the date in the appropriate space.

Condition	Never	Now	Have Had (Date)
Covid-19			
Frequent extra, skipped, or rapid heart beats/ palpitations			
Heart attack, coronary bypass, or murmur			
Chest pain/angina (especially upon exertion)			
Currently pregnant			
Diagnosed with high blood pressure			

Leg cramps during exercise			
Chronic swollen ankles			
Varicose veins			
Frequent dizziness/fainting			
Blood clot			
Severe arthritis			
Orthopedic problem(s) or complaint(s)			
Chronic back pain			
Musculoskeletal problems(s) or complaint(s)			
Asthma			
Cancer			
Diabetes			
Epilepsy			
Rheumatic Fever			
Scarlet Fever			
Bronchitis			
Stroke			
Pneumonia			

Health History Questionnaire
(continued)

Recent Surgery (Please describe and give dates.)

Other medical problems/considerations, recent illness(es), hospitalizations(s), or injury

Current medications/prescriptions

Do you smoke?

Date of last complete medical or physical exam:

Do you know of any medical or health conditions, considerations, or circumstances that might make it dangerous or unwise for you to participate in an exercise program?

Family Health History

Please indicate the number of blood relatives (mother, father, grandparents, brothers, sisters, children) who have had a heart attack prior to age 65 _____

Any other relevant family health history information? _____

The information submitted on this Health History Form is true and complete to the best of my knowledge, and I understand that any wrong or incomplete information could result in a less effective fitness program, injury, or illness.

Signature _____

Print Name _____ date ____/____/____

Received by Fitness Professional

_____ date: _____



MEMBERSHIP AGREEMENT (cardholder)

Primary Name: _____ Sex: M / F Date of Birth: ___ / ___ / ___
Address: _____ City: _____ State: _____ Zip: _____
E-Mail: _____
Cell: (_____) _____

OFFICE STAFF WILL FILL OUT	Start date: ___ / ___ / ___
	Ends ___ / ___ / ___
	24 Hour Gym access Fob # _____
	Monthly Rate: \$ _____
	Today's Pro rated amount \$ _____
	\$10 key fob deposit _____

**** If you choose to terminate contract early, you will have to make up the difference between monthly payments which is \$119 per month** N/A**

(Insufficient funds will result in immediate termination of EFT, resulting in suspension of club membership until payment is made in full by cash or credit card.) N/A

The Federal Equal Credit opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington D.C. 20580. **We will be contacting you by email** if wish to unsubscribe please let us know.

NOTICE TO MEMBERS

Do not sign this Membership Agreement before you have read it in its entirety, because Terms and Conditions are a part of this Agreement.

A. That this document is an Agreement and will become legally binding upon its acceptance by Trinity Fitness LLC;

B. That they acknowledge that they have examined the facilities and that they accept them in the present condition, and the Member voluntarily assumes any and all risk involved in the use of the facility and equipment and releases the club from all claims and liabilities;

C. There are no refunds for services purchased.

This Agreement constitutes the entire agreement between the parties; there are no collateral agreements, representations or guarantees, oral or otherwise, unless attached hereto. The undersigned member has read, understands, and agrees to be bound by the given Rules and Regulations as part of this Agreement. The rules and regulations may be changed at anytime by Trinity Fitness LLC at its sole discretion. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

I have been given a copy of the rules and regulations and will read them to fully understand them. I understand and have been explained my membership details in full.

Member Signature _____ Date _____
Staff Signature _____ Date _____
Date _____

I understand that I am in full control of my payment, and if at any time I decide to make any changes or discontinue the EFT service, I will call or write Trinity Fitness Inc. Change of payment method will not affect other provisions and terms of my Agreement. Trinity Fitness LLC assumes that all credit numbers will be renewed with new expiration dates unless notified. Any billing change requires 30-day notice to Trinity Fitness LLC.

Our dues are processed by Mind Body Services, Inc. We add a \$30 service charge to all returned items.

DEFAULT AND LATE PAYMENTS

Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorney's fees. All returned payments will be charged a \$30 return fee. Should any monthly payment become more than 10 days past due, you will be charged a 5% late fee to cover additional administrative expenses and other expenses related to collect your payment. Your key fob will be disengaged after 2 days of non-payment.

CANCELLATION POLICY

Member with month to month contracts may cancel their membership with 30 days written notice. E-mail notification is acceptable.

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER/MEMBER COULD ASSERT AGAINST THE CLUB AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/MEMBER SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/MEMBER TO THE CLUB PURSUANT TO THIS CONTRACT. YOU THE BUYER MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF CLUB'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE CLUB. IN THE EVENT THE CLUB CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

X _____ X Staff

Name on Card _____

Club representative Signature Primary Member (buyer) Signature

Credit card # _____ / _____ / _____ / _____ on File

CVV # _____ Zip Code _____ Exp. Date _____ / _____