

**RULES AT 619****1****ARRIVE EARLY AND STAY LATE**

Cheer, clap, and encourage others. Anything less is to cheat you of the experience, and to rob others of the gift of your presence, and support as part of the community.

**2****ENGAGE YOUR BRAIN WHEN YOU WALK IN THE DOOR**

Be aware and respectful of your surroundings. If there is teaching going on, please stay quiet and out of the way.

**3****EMPTY BARBELLS AND KETTLEBELLS ARE NOT TO BE DROPPED ON THE FLOOR EVER**

We do not want our toys, our rubber flooring, you, or someone else broken unnecessarily.

**4****MOVE SWIFTLY BUT BE SAFE ALWAYS**

Safety is always our number one priority. Accidents and injuries happen and usually come as a result of impatience. Don't be greedy. Slow down. Ask questions. Ask for help.

**5****CLEAN UP AND PUT AWAY****ALL EQUIPMENT AFTER EACH WORKOUT**

Clean up sweat, chalk, dirt, handprints, and whatever else you've left behind. Chalk is useful, even necessary. It is also messy. Use as much as you need, but keep the excess inside the chalk bucket.

**6****YELLING, GRUNTING, SCREAMING, AND MAKING NOISE ARE ALL WELCOME AND ENCOURAGED DURING A WORKOUT**

There is also such a thing as gentle, quiet strength, although most of us haven't mastered that yet. Also remember there is such thing as too loud, crass, gross, or rude. Please be respectful of your teammates.

**LEARN, LAUGH, HAVE FUN, BE A TEAM PLAYER, + WORK HARD!!!**

## PERSONAL TRAINING HEALTH AND FITNESS ASSESSMENT

### PERSONAL INFORMATION

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Age: \_\_\_\_\_ Male:  Female:

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Dr. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

### PHYSICAL ACTIVITY READINESS QUESTIONNAIRE

- Has a doctor ever said you have heart trouble? \_\_\_\_\_
- Do you often feel faint or have spells of severe dizziness? \_\_\_\_\_
- Do frequently suffer from pains in your chest? \_\_\_\_\_
- Has a doctor ever told you that your blood pressure was too high? \_\_\_\_\_
- Do You have any bone or joint problems? \_\_\_\_\_
- Is there a good physical reason not mentioned here why you should not follow an activity program? \_\_\_\_\_
- Are you currently taking any type of medication? \_\_\_\_\_
- Have you consulted a Physician regarding increasing your physical activity and/or having a fitness evaluation? \_\_\_\_\_
- If no to question 8 will you consult your physician prior to increasing your physical activity? \_\_\_\_\_  
Physician Release Form/Doctors note requested on \_\_\_\_\_

Heart Condition	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Diabetes	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Asthma ( <i>Uncontrolled</i> )	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Shortness of breath	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Arthritis	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Rheumatism	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Hernia	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Recent Surgery	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Epilepsy	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Angina	YES <input type="checkbox"/>	NO <input type="checkbox"/>
High Blood Pressure	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Knee Problems	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Shoulder Problems	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Back Problems	YES <input type="checkbox"/>	NO <input type="checkbox"/>
(Specify) Cervical Thoracic Lumbar		

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

*I certify that the above statements are true and correct.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ PRF/Doctor's Note Received \_\_\_\_\_

### GOAL ASSESSMENT

Goal: \_\_\_\_\_ Secondary Goal: \_\_\_\_\_

Years at present weight: Highest/Lowest weight: \_\_\_\_\_

Have you ever participated in any weight loss / weight gain program? \_\_\_\_\_

When would you say that you were in the best shape of your life? \_\_\_\_\_

What activities were you involved in at that time? \_\_\_\_\_

How would you grade yourself on your eating habits? A B C D F How many times a day do you usually eat? \_\_\_\_\_

Do you know how many calories you consume a day? \_\_\_\_\_

Do you feel drops in your energy levels throughout the day? Yes No If yes at what time or times during the day? \_\_\_\_\_

Are you taking a multivitamin or any other supplements? \_\_\_\_\_

Have you ever used meal replacement drinks or bars? \_\_\_\_\_

Have you ever worked with a Nutritionist or a Certified Personal Trainer? \_\_\_\_\_

Are currently doing cardiovascular/cardiorespiratory exercise? \_\_\_\_\_

What types? \_\_\_\_\_ How long? \_\_\_\_\_ How often? \_\_\_\_\_

Have you ever participated in any type of resistance training program? \_\_\_\_\_

Realistically how many days does exercise fit into your lifestyle per week? \_\_\_\_\_

Where do you rate health as a priority in your life? Low Priority 1 2 3 4 5 High Priority

How committed do you feel to improving your health and working toward your goals? Not Committed 1 2 3 4 5 Committed

Do you have a time frame in mind for achieving your goals? \_\_\_\_\_ Do you have an exact plan for achieving your goals? \_\_\_\_\_

Do you consume alcohol? \_\_\_\_\_ Do you smoke cigarettes? \_\_\_\_\_

Do you drink coffee? \_\_\_\_\_ Do you drink soda pop? \_\_\_\_\_ How much water do you drink a day? \_\_\_\_\_

**CHRIS KEITH CONSULTING LLC: RELEASE OF LIABILITY**

By signing below, you agree, warrant and covenant as follows:

**ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT  
("Agreement")**

In consideration of being allowed to participate in any way in one or more Chris Keith Consulting LLC programs, related events and activities (referred to herein as a "Chris Keith Consulting LLC activity" or "Chris Keith Consulting LLC activities" as the context requires), I acknowledge, appreciate, and agree that:

**GENERAL.** Risks of Chris Keith Consulting LLC include, but are not limited to, injury to the head, neck or spine; injury to muscles, bones, ligaments, tendons and other connective tissues; injury to internal and external organs, loss of or damage to sight, hearing, or teeth; long or short term disability; loss of income, career opportunities or the enjoyment of life and; pain, and scarring or disfigurement. The causes of possible injury are many, including but not limited to: injury from bodily contact, incidental or inherent in the nature of the activity; slipping and falling or tripping on surfaces, regardless of physical or environmental conditions; injury from warming up, practicing or training for participation; injury due to supervision or lack of supervision by Chris Keith Consulting LLC employees or agents, including referees or officials, or to rules or regulations and instructions (or lack thereof) regarding the use of equipment or tools or to the nature of the activity itself, particularly in activities involving contact (or potential contact) with other persons, equipment or balls; or injury due to a disparity among other participants or teams with respect to experience level, strength, height, weight, age, ability, and the relative competitiveness or maturity of, between or among other participants and; malicious acts of other participants, regardless of whether Chris Keith Consulting LLC had or should have had knowledge of the likelihood of malicious acts by such participant. The risk of injury from many of the activities is significant, including the potential for permanent paralysis and death, and while particular skills, rules, equipment, and personal discipline may reduce this risk, the risk of serious injury cannot be eliminated.

**ASSUMPTION OF RISK.** I KNOWINGLY AND FREELY ASSUME ALL RISKS RELATED TO OR ARISING OUT OF ANY CHRIS KEITH CONSULTING LLC ACTIVITY, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (as defined in the next paragraph) or others and assume full responsibility for my participation.

**RELEASE FROM LIABILITY.** I, for myself and on behalf of my heirs, assigns, personal representatives, next of kin and whomever else may have an interest either at common law or by operation of statute, HEREBY RELEASE, WAIVE, RELINQUISH, DISCHARGE AND COVENANT NOT TO SUE Chris Keith Consulting LLC, its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the Chris Keith Consulting LLC Activity ("Releasees"), FROM LIABILITY FROM ANY AND ALL CLAIMS FOR ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, SUSTAINED AS A RESULT OF, ARISING OUT OF OR RELATED TO ANY CHRIS KEITH CONSULTING LLC ACTIVITY, to the fullest extent permitted by law.

**CHRIS KEITH CONSULTING LLC: RELEASE OF LIABILITY**

**INDEMNITY.** I further agree to indemnify, defend, save, and hold harmless the Releasees from and against any and all claims, demands, liabilities, damages, actions, causes of action, losses, injuries, costs, or expenses, including attorneys' fees, arising out of or in any manner connected with my participation in any Chris Keith Consulting LLC Activity, except to the extent caused solely by the willful misconduct of the Releasees. I acknowledge that the agreements made herein were and will continue to be a material and important consideration and inducement to Chris Keith Consulting LLC's admittance of me to any Chris Keith Consulting LLC Activity.

**REPRESENTATIONS AND WARRANTIES.** I represent and warrant I am in good physical condition and able to safely participate in any Chris Keith Consulting LLC Activity in which I participate. I willingly agree to comply with the stated and customary terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately. I will not exceed my physical abilities during any Chris Keith Consulting LLC Activity. I acknowledge that Chris Keith Consulting LLC has made no recommendations or determinations as to my fitness or ability to participate in any Chris Keith Consulting LLC Activity. I represent and warrant that I shall periodically and as needed consult with my physician, and shall not engage in any activity which is more rigorous than that recommended by such physician. I further agree that I will not use any equipment unless and until I have thoroughly familiarized myself with the correct use and operation thereof. I further agree that I shall not participate in any activity if I am ill, in poor health, or have any condition which might make my participation in the activity dangerous to me or if I have reason to believe I am injured or may become injured. I represent and warrant to Chris Keith Consulting LLC that I have full legal authority to complete this registration process and agree to this Agreement.

**SEVERABILITY.** I expressly agree that this 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.

I HAVE READ THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO SUE, AND SIGN IT FREELY AND VOLUNTARILY AND INTEND TO COMPLETELY AND UNCONDITIONALLY RELEASE THE Chris Keith Consulting LLC FROM ALL LIABILITY IN CONNECTION WITH MY PARTICIPATION IN OR ATTENDANCE OF ANY CHRIS KEITH CONSULTING LLC ACTIVITY.

Signed: \_\_\_\_\_ DATE: \_\_\_\_\_

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

**CHRIS KEITH CONSULTING LLC: PERMISSION TO PHOTOGRAPH & VIDEO**

I, the undersigned, hereby grant to Chris Keith Consulting LLC, SD Personal Trainer, and CrossFit619, and his agents and assigns the worldwide, perpetual, irrevocable right to: (1) photograph the undersigned; (2) reproduce, distribute, display, create derivative works of and otherwise use the undersigned's name, photograph, video, and likeness for and in connection with Chris Keith Consulting LLC, CrossFit619, SD Personal Trainer, and BOOTCAMP619's public relations, publicity, promotional, and recruitment purposes, for all commercial purposes, by any means, methods and media (print and electronic) now known or in the future developed that Chris Keith Consulting LLC, CrossFit619, SD Personal Trainer, and BOOTCAMP619 deems appropriate.

I make this grant of rights with the understanding that no compensation will be paid to me by Chris Keith Consulting LLC, CrossFit619, SD Personal Trainer, and BOOTCAMP619 for such grant. I understand and agree that all right, title and interest, including copyrights, in the materials created by Chris Keith Consulting LLC, CrossFit619, SD Personal Trainer, and BOOTCAMP619 pursuant to this agreement are the exclusive property of Chris Keith Consulting LLC, CrossFit619, SD Personal Trainer, and BOOTCAMP619 and that I will obtain no rights in such materials. I also understand that Chris Keith Consulting LLC, CrossFit619, SD Personal Trainer, and BOOTCAMP619 is not actually required to use my photograph or likeness in any way.

I hereby waive any right that I may have to inspect or approve any photograph, likeness, or derivative work thereof made pursuant to this agreement. I understand that under California law individuals have the legal right to control the use of their names, likenesses and images and I hereby release all such rights and hold harmless Chris Keith Consulting LLC, CrossFit619, SD Personal Trainer, and BOOTCAMP619, its agents, licensees, and assignees from, and will neither sue nor bring any proceeding against, any such parties for any liability, whether now known or arising hereafter, resulting from or arising in connection with the exercise of such parties' rights pursuant to this agreement.

I have read the above agreement and fully understand its contents. I represent and warrant that I am of full age, that I have the right to contract in my own name, and that I have no pre-existing obligation that may restrict or limit my ability to sign this agreement. This agreement will be governed by the laws of the State of California and represents the final and exclusive agreement between Chris Keith Consulting LLC, CrossFit619, SD Personal Trainer, and BOOTCAMP619 and myself on this subject.

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

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

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

City | State | Zip: \_\_\_\_\_

If the person named above is a minor, a parent or legal guardian must complete the following: I warrant that I am the legal guardian of the minor being photographed or whose likeness will appear in photograph(s) or other media as designated by Chris Keith Consulting LLC, CrossFit619, SD Personal Trainer, and BOOTCAMP619 and agree to the above.

Parent/Guardian Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

Parent/Guardian Print Name: \_\_\_\_\_

Parent/Guardian Address: \_\_\_\_\_

City | State | Zip: \_\_\_\_\_

## CHRIS KEITH CONSULTING LLC: AGREEMENT FOR PERSONAL TRAINING SERVICES

### CONTACT INFORMATION (PLEASE PRINT)

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Age: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

### PERSONAL FITNESS COMMITMENT

In consideration of my own, personal fitness needs I, \_\_\_\_\_, hereby agree to enter into a personal training agreement with Chris Keith Consulting LLC and agree to commit the time and energy necessary to accomplish my goals as written and reviewed by myself and Chris Keith Consulting LLC.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

### TERMS

1. Today's date is: \_\_\_\_\_
2. This agreement will begin on \_\_\_\_\_ and expire on \_\_\_\_\_.
3. This agreement is for Chris Keith Consulting LLC to provide personal training services for: \_\_\_\_\_ sessions, at \_\_\_\_\_ sessions per week, until completion of paid for sessions or expiration of agreement whichever comes first.

### PAYMENT

1. All payments for services shall be made payable to Chris Keith Consulting LLC.
2. First payment of \_\_\_\_\_ shall be due \_\_\_\_\_.
3. \_\_\_\_\_ payment is due on \_\_\_\_\_.
4. \_\_\_\_\_ payment is due on \_\_\_\_\_.
5. \_\_\_\_\_ payment is due on \_\_\_\_\_.
6. Total payment due during the term of this agreement \_\_\_\_\_.

Recurring?

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

### RESCHEDULING, INTERRUPTION OF SERVICE, AND CANCELLATION

- A. Rescheduling of any session requires a minimum of 24 hour notice to avoid charges for that session.
- B. Interruption of service requires a written request to Chris Keith Consulting LLC state reason for interruption and anticipated continuation. Except in circumstances of emergencies, a minimum 30-day notice is required to avoid charges for pre-scheduled appointments.

### RENEWAL OF AGREEMENT

- A. This agreement will automatically renew unless stated by participant. Participant shall have the option to renew agreement under similar or new terms within 30 days of termination of agreement. Costs for services will remain in effect for duration of agreement.

## CHRIS KEITH CONSULTING LLC: AGREEMENT FOR PERSONAL TRAINING SERVICES

### GUARANTEE OF SERVICES

Should Trainer not appear for a pre-paid session, participant shall have the option to reschedule the missed appointment and receive a full credit for that particular session.

Chris Keith Consulting LLC urges all participants to obtain a complete physical examination from their physician prior to beginning any exercise program. Under certain circumstances, Chris Keith Consulting LLC may require a physician's approval prior to beginning or continuing a training program.

### NON-REFUNDABILITY OF FEES

All training fees are non-refundable upon payment, except if participant is unable to complete the program due to death or total and permanent disability. Total and permanent disability shall require a physician's certification that participant is unable to perform any type of exercise whatsoever.

### LOCATION

Participant acknowledges that personal training may be conducted at the gym and by the trainer of choice by Chris Keith Consulting LLC.

I hereby acknowledge that I have reviewed and agree to all of the above conditions. Any questions that I had concerning these conditions have been answered to my satisfaction.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Chris Keith: \_\_\_\_\_ Date: \_\_\_\_\_

### ARBITRATION CLAUSE

- a. Arbitration is final and binding on all parties.
- b. The parties are waiving their right to seek remedies in court, including the right to jury trial.
- c. Pre-arbitration discovery is generally more limited than and different from court proceedings.
- d. The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

Any controversy or dispute which may arise between Client and another part to this Agreement concerning any transaction of the construction, performance, or breach of this Agreement shall be settled by American Arbitration Association ("AAA") arbitration. Such arbitration shall be governed by the rules of AAA. The award of the arbitrators shall be final and binding on the parties, and judgment upon the award rendered may be entered into in any court, state or federal, having jurisdiction.

No person shall bring punitive or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

*NOTE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE WHICH IS LOCATED ABOVE. CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE PRE-DISPUTE ARBITRATION CLAUSE.*

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Chris Keith: \_\_\_\_\_ Date: \_\_\_\_\_