



Policy and Procedures for Classes ~ 2016

Thank you for choosing, *Team Hicks Fitness* for your holistic fitness needs.

Please read the following policies for classes in 2016 and **initial next to each bullet** once you have read and fully understand its meaning:

All class sign-ups are to be done on the Mind Body site/app. Prior to the class start time. The schedule to sign up for classes will open up on the 23rd of every month. Early sign up (prior to the 23rd) will require payment at the time of sign up.

Once you sign up you are financially responsible for that spot. There are no cancellations or substitutions. Please let me know if you not able to attend, there is a waiting list on classes and no shows will be charged a fee.

All classes are to be paid at the time of the class. Anything late will be charged a fee. If you do not prepay you are required to pay on line or in person at the time the class starts.

Monthly packages must be paid in full no later than the first scheduled class of the month. Packages are as following; \$150.00 - 25 classes, \$200.00 - 35 classes. \$250.00 - 45 classes. Once you have signed up for the allotted classes no moving or exchanging classes will be allowed. And class cancellations are subject to fees if it is late and the class is full.

Payment types are Visa, MasterCard, Discover, American Express (with ID), Cash and Checks. Post-dating checks is not permitted.

Returned checks will result in *immediate* requirement of repayment in cash, plus a \$35 returned check fee. Additional fees may be applied if full cash payment is not fulfilled within 48 hours of notification of returned items. Clients presenting checks with insufficient funds may be required to pay cash for all future services.

All services, packages and memberships including gift certificates, are non-exchangeable & non-refundable.

Minors under the age of 17 must be accompanied by a parent or legal guardian and sign consent form.

All clients must inform the Trainer at the start of *every* visit if they are under any new prescribed medical or over-the-counter drugs that could impair their ability to perform physical activity, or have been diagnosed with any new illnesses or injuries.

I agree/do not (circle choice) agree to photographs/video which may be used to track progress of your treatments and for social media/website/email purposes.

Team Hicks Fitness is not responsible for lost items or items left behind. Please use the cubbies for all items and keep the floor and the equipment clear of clutter.

The Trainer retains the right to refuse service to any suspicious persons, those appearing to be under the influence of any drugs or alcohol, or those appearing to have signs and symptoms of any disorder that may contraindicate the treatment to be given. *Please be respectful of the health of others and reschedule if you are sick!*

I have read and understand the above list in its entirety, and agree to abide by all policies.

Client Signature

Date

Waiver, Release, and Assumption of Risk Form

✍️ _____ I have volunteered to participate in a fitness program provided to me by **Rita Hicks**, which may include, but may not be limited to, resistance training and aerobic or cardiovascular exercise. In consideration of Trainer's agreement to instruct and train me, I do here now and forever release and discharge and hereby hold harmless Trainer and his respective agents, heirs, assigns, contractors, and employees from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with my participation in this or any exercise program including any injuries resulting there from.

THIS WAIVER AND RELEASE OF LIABILITY INCLUDES, WITHOUT LIMITATION, INJURIES WHICH MAY OCCUR AS A RESULT OF (1) EQUIPMENT BELONGING TO TRAINER OR TO MYSELF THAT MAY MALFUNCTION OR BREAK; (2) ANY SLIP, FALL, DROPPING OF EQUIPMENT; (3) AND/OR NEGLIGENT INSTRUCTION OR SUPERVISION.

✍️ _____ I have been informed of, understand and am aware that any exercise program, whether or not requiring the use of exercise equipment, is a potentially hazardous activity. I also have been informed of, understand and am aware that any exercise and/or fitness activities involve a risk of injury, as well as abnormal changes in blood pressure, fainting, and a remote risk of heart attack, stroke, other serious disability or death, and that I am voluntarily participating in these activities and using equipment and machinery with full knowledge, understanding and appreciation of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury, regardless of severity, or death.

✍️ _____ I have been advised that an examination by a physician should be obtained by anyone prior to commencing a fitness and/or exercise program, or initiating a substantial change in the amount of regular physical activity performed. If I have chosen not to obtain a physician's consent prior to beginning this fitness program with Trainer, I hereby agree that I am doing so solely at my own risk. In any event, I acknowledge and agree that I assume the risks associated with any and all fitness related activities and/or exercises in which I participate.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS FORM IN ITS ENTIRETY AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST TRAINER FOR YOUR NEGLIGENCE OR THAT OF YOUR EMPLOYEES, AGENTS, OR CONTRACTORS.

I have read and understand the above list in its entirety.

Client Signature

Date

Please print name

Parent or legal guardian (if participant is under 18)

Date

This form is an important legal document that explains the risks you are assuming by beginning an exercise program. It is critical that you have read and understand this document completely. If you do not understand any part of this document, it is your ultimate responsibility to ask for clarification prior to signing it.