



# MEDICAL FITNESS PROGRAM AGREEMENT

Application Date: \_\_\_\_\_

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

Date Of Birth: \_\_\_\_\_

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

Apt # \_\_\_\_\_

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

Phone (home): \_\_\_\_\_ (work): \_\_\_\_\_ (cellular phone): \_\_\_\_\_

Physician: \_\_\_\_\_ Phone: \_\_\_\_\_

Notify in case of emergency: \_\_\_\_\_ Phone: \_\_\_\_\_

This is your agreement to become a participant of the medical fitness program ProActive Fitness. As used in this agreement, the words "you" and "your" refer to the Participant signing this contract, and the words "us", and "our" refers to ProActive Fitness. Upon acceptance, you will be entitled to use the ProActive Fitness facilities and equipment subject to this agreement. You understand that your participation is not an equity or ownership investment in ProActive Fitness. PLEASE READ THIS AGREEMENT CAREFULLY. If you agree to be bound by it, please sign it.

## 1. Program Agreement:

The participant agrees to participate in the medical fitness program commencing on \_\_\_\_/\_\_\_\_/\_\_\_\_ providing for attendance of unlimited times per week. The participant's obligation is not based on actual use but on ProActive Fitness making available to participants it's facilities, equipment, and services during the above stated period. Participation in the program is non-transferable and any sums paid hereunder are non-refundable. Participants will have the right to use any one or all of the conditioning apparatus at ProActive Fitness.

The participant's lack of attendance shall not be a cause for extending the term of this agreement and may be the cause of his/her not achieving the results desired. The participant has read the Policies and Procedures provided by ProActive Fitness regarding time of usage, hours of operation, etc. and has agreed to obey the same and abide by any changes made to the Policies and Procedures from time to time. ProActive Fitness reserves the right to revoke this agreement for good cause if participant fails to keep and obey any such Rules and Regulations.

Participant represents that (s) he is in good physical condition and has no physical impairments or disability preventing him/her from engaging in the physical conditioning offered to him/her by ProActive Fitness.

Should ProActive Fitness's facilities be unavailable for Participants due to damage by fire, act of God, catastrophe or accident, the participation term shall be extended for a period equal to the period of such unavailability. All use of the services, equipment and facilities herein provided shall be undertaken by participant at his/her sole risk and ProActive Fitness shall not be liable for any injuries or damages sustained by Participant, which may be attributable to the negligence of ProActive Fitness and/or its officers, directors, employees, agents or consultants, or by any other participant. Participant and his/her heirs, successors and assigns do hereby expressly release and discharge ProActive Fitness, its officers, directors, employees, agents or consultants, and its assigns from all such claims r demands for injuries or damages.

## 2. Participant Requirements:

All applicants for participation to the medical fitness program at ProActive Fitness must complete and satisfy all requirements of active participation before participation may begin. To be completed: Participation Agreement, Health Risk Profile, Basic Health Screen, Safety/Equipment Orientation and payment of Participation fees.

3. **Participation Types:**

- Single Individual 14 years of age or older. Parental consent required for individuals under 18 years of age.

4. **Participation Term and Payment Schedule:**

Monthly dues entitle the Participant to use the facilities and equipment, access to the monthly newsletter, or any other normal means of communication.

The Participant agrees to pay the monthly fees regardless of actual usage understanding that ProActive Fitness and its services are being made available for the Participant as agreed.

Participation Fees: (1) Payment of \$35.00 due by the 1<sup>st</sup> of each month.

- **Facilities and Equipment:** ProActive Fitness retains the right to determine the days and hours during which ProActive Fitness facilities will be available to participants and the equipment and services that will be offered. You understand that ProActive Fitness may change these.
- **Refunds:** No Refunds will be given on Participation Fees.
- **Termination of Participation:** ProActive Fitness reserves the right to terminate participation due to non-payment of participation fees, or failure to comply with the Rules and Regulations set forth by ProActive Fitness. If Participation is terminated for non-payment, any outstanding balance must be paid in full prior to future renewal of Participation.
- **Agreement and Release of Liability:**

I do hereby waive, release and forever discharge ProActive Fitness, its officers, and employees from any and all responsibilities or liability for injuries or damages resulting from my participation in any activities or use of equipment in the above-mentioned facility. \_\_\_\_\_ (PLEASE INITIAL)

I understand and am aware that strength, flexibility and aerobic exercise, including the use of equipment, is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury or illness and that I am voluntarily participating in these activities and using equipment with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or illness. \_\_\_\_\_ (PLEASE INITIAL)

I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in the activities or use of equipment without the approval of my physician and do hereby assume all responsibility for my participation in activities or use of equipment at ProActive Fitness. \_\_\_\_\_ (PLEASE INITIAL)

**I HAVE READ AND UNDERSTAND THE TERMS OF THIS Participation AGREEMENT.**

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Participant Signature Parent or Guardian if participant is under 18 years

\_\_\_\_\_  
Date

\_\_\_\_\_ (PLEASE INITIAL) My child may participate as a participant of the medical fitness program.

## PAYMENT RECORD

Participant Name: \_\_\_\_\_ Account Number \_\_\_\_\_

Participation Type:

\$35.00 due by 1<sup>st</sup> of each month.

|     | Payment Date | Amount |
|-----|--------------|--------|
| Jan |              |        |
| Feb |              |        |
| Mar |              |        |
| Apr |              |        |
| May |              |        |
| Jun |              |        |
| Jul |              |        |
| Aug |              |        |
| Sep |              |        |
| Oct |              |        |
| Nov |              |        |
| Dec |              |        |

# HEALTH RISK PROFILE

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

Name: \_\_\_\_\_ Date Of Birth: \_\_\_\_\_

Participation #: \_\_\_\_\_

1. Are you presently taking any medications? \_\_\_\_\_ YES \_\_\_\_\_ NO

Please list ALL MEDICATIONS and what conditions they are taken for:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Date of your last physical exam: \_\_\_\_\_

3. Your AGE: \_\_\_\_\_

## HAVE YOU EVER HAD, OR HAVE YOU NOW, ANY OF THE CONDITIONS LISTED BELOW?

|  | YES  | NO   |
|--|------|------|
| 4. A history of heart problems?  | ---- | ---- |
| 5. A history of high blood pressure (above 140/90)?  | ---- | ---- |
| 6. A history of lung/respiratory problems?   | ---- | ---- |
| 7. Diabetes? or High blood sugar?  | ---- | ---- |
| 8. Do you have high blood cholesterol (above 240 mg/dl)?   | ---- | ---- |
| 9. Chest Pain at rest or with activity?  | ---- | ---- |
| 10. Heart murmur?  | ---- | ---- |
| 11. Dizziness or fainting?   | ---- | ---- |
| 12. Now or have been pregnant within past 3 months?  | ---- | ---- |
| 13. Difficulty with physical exercise?   | ---- | ---- |
| 14. A chronic illness?   | ---- | ---- |
| 15. Muscle, joint, or back disorder that could be aggravated by physical activity? -----   | ---- | ---- |
| 16. Recent surgery (within past 3 months)?   | ---- | ---- |
| If "yes", what type? _____   |      |      |
| 17. Advice from your physician NOT to exercise?  | ---- | ---- |
| 18. Do you smoke?  | ---- | ---- |
| If "yes", how many per day? _____  |      |      |
| 19. Are you more than 20 pounds overweight?  | ---- | ---- |
| 20. Has anyone in your family (parents, grandparents, or brothers/sisters<br>had a history of heart problems?<br>Who? And age of relative(s) when diagnosed. _____ | ---- | ---- |

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Explanation to any "YES" answer to the above questions and when the condition occurred. \_\_\_\_\_  
\_\_\_\_\_

# BASIC HEALTH SCREEN

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

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

Date Of Birth: \_\_\_\_\_

Date

Resting Heart Rate

Blood Pressure

Height Weight

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_

\_\_\_\_ - \_\_\_\_

**TRAINING HEART RATE** Low/Moderate Moderate/High  
200 220

Your age: - \_\_\_\_\_ - \_\_\_\_\_

Maximal Heart Rate (MHR): = \_\_\_\_\_ = \_\_\_\_\_

Exercise Intensity Level: X .60 X .85

Heart Rate Beats Per Min (bpm): = \_\_\_\_\_ = \_\_\_\_\_

, 10 , 10

Heart rate per 6 second count: = \_\_\_\_\_ = \_\_\_\_\_

## **PERSONAL HEALTH AND FITNESS GOALS**

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Completed by: \_\_\_\_\_ Date: \_\_\_\_\_