

Class: \_\_\_\_\_ Trainer: \_\_\_\_\_

## U-District Physical Therapy and Institute of Sports Performance Training Agreement

Please Fill Out Completely and Print Clearly

Client's First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_

Emergency Contact: Name: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

### 1. PROGRAM DESCRIPTION/OPTIONS:

Although one training session is never the same as another, common elements run through U-District Physical Therapy and Institute of Sports Performance ("U-District") training programs. Including: Cardiovascular or aerobic exercise that may include walking, power walking, jogging, running, and cycling. Resistance training that may include forms of exercise that uses balanced weight machines, handheld weights, strength bands, resistance tubes and your own body weight. Core strength training that may involve balance, stretch, and flexibility exercises, fitness balls, bosu boards, and isometric exercises. All Training will be led by a U-District employee or a subcontractor hired by U-District. (Collectively "Trainer").

U-District offers the three program options ("Training") below.

- Camps:** All training sessions are semi-private, meaning that you will train along with a supportive group of peers held at U-District Physical Therapy, 730 North Hamilton Street, Spokane, WA 99202 ("Facility"). Depending on the scope of the program, the training can be run one time or for a number of months with specific start and end dates and may be offered once a week or more frequently. \_\_\_\_\_ **Initial**
- Fitness Classes:** All training sessions are semi-private, meaning that you will train along with a supportive group of peers held at U-District Physical Therapy, 730 North Hamilton Street, Spokane, WA 99202 ("Facility"). Fitness classes are an ongoing monthly program that may be offered once or several times per week as indicated in the schedule posted in the facility. \_\_\_\_\_ **Initial**
- Personal and Performance Training:** Training sessions are one-on-one with Trainer and up to a small group of four, focused to address specific fitness objectives of the Client scheduled at a mutually agreeable time by Client and Trainer. Personal and Performance training sessions shall be provided at the Facilities. \_\_\_\_\_ **Initial**

**2. PAYMENT:** All payments shall be made payable to U-District Physical Therapy. **Camps:** The base fee is \_\_\_per program. The base fee for each camp is due and payable by Client before the start of the program. **Fitness Classes.** - The base fee is \_\_\_per month. The base fee for fitness classes is due and payable by Client on or before the 1<sup>st</sup> day of the month in which Client begins training and continues to participate in Training. The base fee shall be prorated by U-District for participation in fitness classes when participants start after the 2<sup>nd</sup> week of the month. Where walk in participants are allowed, the fee for walk in participants is \_\_\_\_\_ per class payable at the time of registration and/or participation. **Personal and Performance Training** - The fee for personal training is \_\_\_\_\_ plus sales tax per hour. The fee for personal training, is payable at the time services are scheduled or provided. Personal and Performance Training fees are refundable or will not be billed upon client providing Trainer at least 48 hours advance notice that Client will not be able to attend training sessions. **A credit card must be kept on file with U-District for all Training. Any Training that has not been paid by the payment due date will be billed to the credit card on file. All training fees are subject to periodic adjustment, but may not be raised more than once in any calendar year. U-District shall provide Client with thirty (30) days advance notification of any increase in the monthly or hourly fee.**

**3. TERM/RENEWAL/TRANSFERABILITY:** I understand that upon completion of the Training designated above, this Training Agreement ("Agreement") will renew automatically on a month-to-month basis, and remain in full force and effect until: (1) U-District cancels the Agreement; or (2) Client gives written notice of program termination as described in paragraphs 5 through 8 below; or (3) at the conclusion of three (3) years from the initial commencement date of the Agreement. I agree that the Training services agreed to herein are non-transferable and non-refundable, except as otherwise provided herein.

### 4. BUYER'S RIGHT TO CANCEL:

(a) **IF YOU WISH TO CANCEL THIS CONTRACT WITHOUT PENALTY, YOU MAY CANCEL IT BY DELIVERING OR MAILING A WRITTEN NOTICE TO U-DISTRICT ("RIGHT TO CANCEL"). THE NOTICE MUST SAY THAT YOU DO NOT WISH TO BE BOUND BY THE CONTRACT AND MUST BE DELIVERED OR MAILED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS CONTRACT. THE NOTICE MUST BE MAILED TO U-DISTRICT AT 730 NORTH HAMILTON STREET, SPOKANE, WA 99202 IF YOU CANCEL WITHIN THREE (3) BUSINESS DAYS, U-DISTRICT WILL RETURN TO YOU ALL AMOUNTS YOU HAVE PAID WITHIN THIRTY (30) DAYS.**

(b) The Client understands that after the above three-day Right to Cancel period expires this Agreement may not be canceled during the month to month term of this Agreement, except as specifically provided in this Agreement in paragraphs 5 through 8 below.

(c) To cancel this Agreement pursuant to any right contained in paragraphs 5 through 8 below, other than the Right to cancel set forth above, the

Client shall request cancellation, in writing. The request to cancel shall specify the basis for the request by identifying the specific paragraph of this Agreement (5 through 8) pursuant to which the request is made. Client shall deliver the request to U-District in person or by certified mail, return receipt requested. Within thirty (30) days of receipt of the request for cancellation, U-District shall (1) provide Client with written acknowledgment of the request for cancellation; and (2) refund any money due to the Client. Upon request for cancellation (and expiration of the notice period, if any, as provided in paragraphs 5 through 8) Client is thereafter relieved from future payment obligations under the Agreement. Any past-due payments due under the Agreement, however, shall remain due and owing by Client. Client retains all rights to attend sessions until any applicable notice period expires. Failure to utilize the services or instruction provided by U-District does not constitute or imply notification to or cancellation of this Agreement.

**5. TERMINATION OF AGREEMENT:** Client may terminate this Agreement by providing written notice as provided as Paragraph 4 above. Client shall not be entitled to any refund if Agreement is terminated pursuant to this Paragraph 5. Additionally, Client shall remain obligated to pay all amounts due under this Agreement for classes attended or services provided up to the date of termination.

**6. UNAVAILABILITY:** If U-District closes permanently, and comparable facilities owned, operated or leased by U-District are not made available within a ten-mile radius of the closed Facility, the Client may cancel this agreement (using the procedure described in paragraph 4(c) above). Within thirty (30) days of receipt of notice of cancellation, U-District shall refund to the Client the pro-rata portion of any unused fees paid by Client. Notwithstanding the foregoing, U-District may not hold training classes, boot camp, programs, or fitness classes on holidays or other periods not exceeding a total of three weeks per year for necessary maintenance of the Facility and other purposes without affecting scheduled payments. Notice of any such temporary closing shall be posted conspicuously at the Facility.

**7. DEATH OR DISABILITY:** If Client becomes disabled, the Client may extend the term of the Agreement, upon written notice to U-District, for a period of time equal to the duration of the Client's short-term disability, as verified by a physician, that precludes the Client from using any of U-District's facilities for a period of less than three (3) consecutive weeks, at no additional cost to Client. The Client or his/her legal representative may cancel the Agreement if the Client becomes permanently disabled (using the procedure described in paragraph 4(c) above) or dies. Permanent disability is defined as a disability, verified by a physician that precludes the Client from using any of U-District's facilities for a period in excess of two (2) consecutive months. Verification of death shall be provided to U-District in the form of a copy of the deceased Client's death certificate. Within thirty (30) days of receipt of notice of cancellation, U-District shall refund to the Client or his/her legal representative the pro-rata portion of any unused fees or dues paid by Client.

**8. RELOCATION:** Upon notice to U-District and satisfactory proof of relocation, Client may cancel the Agreement (using the procedure described in paragraph 4(c) above) if Client moves more than 25 miles from the Facility's current location. If Client lives more than twenty-five (25) miles from the Facility current location at the time of signing the Agreement, the Client may cancel the Agreement only if he/she moves an additional five (5) miles or more from the Facility.

**9. ASSUMPTION OF THE RISK:** I am aware that all activities associated with receiving Training instruction from U-District and/or Trainer including, but not limited to activities involving aerobic exercise, stretching exercise, running, and weight lifting, as well as additional strenuous exercise and/or exertion of strength, and other sustained physical activities which place stress on the cardiovascular and muscular systems (collectively referred to herein as "Activities"), are and can be hazardous activities that include certain risks and dangers, including but not limited to, catastrophic injuries, including paralysis, other serious injury and death. **I VOLUNTARILY ACCEPT ALL RISKS INVOLVED, INCLUDING RISKS FROM PARTICIPATING IN ANY WAY IN THE ACTIVITIES AND TRAINING, USE OF EQUIPMENT PROVIDED BY U-DISTRICT TRAINER, THE FACILITY, OR USE OF EQUIPMENT I PROVIDE, WHETHER THE TRAINING OR ACTIVITIES OCCURS AT THE FACILITY, OR ANY OTHER LOCATION.**

**10. WAIVER:** IN CONSIDERATION OF MY PARTICIPATION IN THE TRAINING AND ACTIVITIES PROVIDED BY U-DISTRICT I, FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS, DO HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE U-DISTRICT, TRAINER, AND/OR THEIR MEMBERS, MANAGERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AFFILIATED ENTITIES AND (HEREINAFTER REFERRED TO AS "RELEASEES") FROM LIABILITY FOR ANY AND ALL CLAIMS, INCLUDING THE NEGLIGENCE OF U-DISTRICT OR TRAINER RESULTING IN PERSONAL INJURY, ACCIDENT OR ILLNESSES (INCLUDING DEATH) AND PROPERTY LOSS ARISING FROM, BUT NOT LIMITED TO, PARTICIPATION IN THE TRAINING OR ACTIVITIES AND USE OF FACILITIES, PREMISES, OR EQUIPMENT WHEREVER LOCATED AND BY WHOMEVER PROVIDED. IN FURTHER CONSIDERATION FOR THE RIGHT TO USE EQUIPMENT PROVIDED BY U-DISTRICT OR TRAINER OR EQUIPMENT AT ANOTHER LOCATION, I ACKNOWLEDGE AND AGREE NEITHER U-DISTRICT NOR TRAINER HAS INSPECTED THE EQUIPMENT AT THE LOCATION OR THE SUITABILITY OF THE AREA FOR THE TRAINING. I EXPRESSLY RELEASE, HOLD HARMLESS, DISCHARGE AND INDEMNIFY (INCLUDING COSTS AND ATTORNEY FEES) U-DISTRICT, TRAINER AND RELEASEES FOR ANY LOSS, INJURY OR DAMAGE (INCLUDING DEATH) FROM ANY CAUSE, INCLUDING NEGLIGENCE ARISING OUT OF ANY LOCATION, AND/OR ARISING OUT OF THE USE OF MY EQUIPMENT OR EQUIPMENT OR FACILITIES PROVIDED BY U-DISTRICT.

**11. INDEMNIFICATION AND HOLD HARMLESS:** I also agree to INDEMNIFY AND HOLD U-District and all Releasees harmless of any and all claims, actions, suits, procedures, costs, expenses, duties and liabilities, including attorney fees, brought as a result of my Training with Trainer and to reimburse U-District for any such expenses incurred.

**12. PHYSICIAN APPROVAL:** I have represented to U-District that I have either a) been given a physician's permission to participate in the Training and Activities, or b) voluntarily participate in the Training and Activities and all risks related to the Training and Activities without the approval of my physician(s). I represent that I am not aware of any medical or physical condition that would prevent me from participating in the Training or from using equipment or facilities which pose a serious health risk to me. I further acknowledge that U-District has relied on my statements as being accurate and complete, as a condition to entering into this Agreement. I further acknowledge and agree that I am not obligated to participate in any Training or Activities that I do not wish to participate in. I will inform U-District immediately if I do not wish to participate in any specific Training or Activities. Additionally, I agree that should I experience any pain or discomfort during the Training, including feeling light headed, faint, dizzy, nauseated, or



**Medical History: Please check all conditions that apply** (confidential – for internal use only)

- |  | Yes                      | No                       |
|--|--------------------------|--------------------------|
| 1. <input type="checkbox"/> Heart Disease or Stroke  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. <input type="checkbox"/> High Blood Pressure      | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. <input type="checkbox"/> High Triglycerides       | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. <input type="checkbox"/> Cancer                   | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. <input type="checkbox"/> Lung / Pulmonary Disease | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. <input type="checkbox"/> Kidney Disease           | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. <input type="checkbox"/> Osteoporosis             | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. <input type="checkbox"/> Ulcer                    | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. <input type="checkbox"/> Gastrointestinal Disease | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. <input type="checkbox"/> Diarrhea                | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. <input type="checkbox"/> Depression              | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. <input type="checkbox"/> Diabetes Mellitus       | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. <input type="checkbox"/> Obesity                 | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. <input type="checkbox"/> Arthritis               | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. <input type="checkbox"/> Anemia                  | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. <input type="checkbox"/> Food Allergies          | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. <input type="checkbox"/> Neuromuscular Disease   | <input type="checkbox"/> | <input type="checkbox"/> |
| 18. <input type="checkbox"/> Arteriosclerosis        | <input type="checkbox"/> | <input type="checkbox"/> |
| 19. <input type="checkbox"/> Gallbladder Disease     | <input type="checkbox"/> | <input type="checkbox"/> |

- |  | Yes                      | No                       |
|--|--------------------------|--------------------------|
| 20. <input type="checkbox"/> Low back pain within last 6 months  | <input type="checkbox"/> | <input type="checkbox"/> |
| 21. <input type="checkbox"/> Psychological Problems  | <input type="checkbox"/> | <input type="checkbox"/> |
| 22. <input type="checkbox"/> Anorexia  | <input type="checkbox"/> | <input type="checkbox"/> |
| 23. <input type="checkbox"/> Bulimia   | <input type="checkbox"/> | <input type="checkbox"/> |
| 24. <input type="checkbox"/> Compulsive Overeating Disorder  | <input type="checkbox"/> | <input type="checkbox"/> |
| 25. <input type="checkbox"/> Pregnant / Lactating /<br>Trying to conceive  | <input type="checkbox"/> | <input type="checkbox"/> |
| 26. <input type="checkbox"/> Currently being monitored or<br>have been advised to be monitored<br>by a physician   | <input type="checkbox"/> | <input type="checkbox"/> |
| 27. <input type="checkbox"/> Recommended high level care   | <input type="checkbox"/> | <input type="checkbox"/> |
| 28. <input type="checkbox"/> Special diet  | <input type="checkbox"/> | <input type="checkbox"/> |
| 29. <input type="checkbox"/> Other medical condition(s)<br>that may have any impact on your<br>participation in the U-District personal<br>training, sports performance, yoga, or<br>pilates programs (If checked, please explain) | <input type="checkbox"/> | <input type="checkbox"/> |

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Other pertinent information: \_\_\_\_\_

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