

FITTEK HEALTH HISTORY FORM

Name _____ Date _____ Phone _____ Age _____ Male Female
 Physician _____ Phone _____ Patient # _____ Hospital/Clinic _____

Medications and supplements	Dose	How Often	Reason for taking
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Are you allergic to any medications? _____

Circle any of the following which apply to you:

- *Heart disease--heart attack--heart murmur
- *Disease of an artery—phlebitis—emboli
- *Chest pain or discomfort at rest
- *Chest pain or discomfort with exertion
- *Unexplained shortness of breath
- *High blood pressure
- *High total cholesterol
- *Low “good” cholesterol
- *Organ/glandular disease _____
- *Diabetes Type I or Type 2 _____ years
- *Allergies other than medications: _____
- *Joint surgeries/replacements
- *Diagnosed back, knee, shoulder or other joint conditions _____
- *Do you have musculoskeletal pain in any of the following areas: feet ankles knees hips low back
 upper back neck shoulders elbows wrists hands other _____
- *Any type of heart surgery
- *Claudication
- *Dizziness/fainting
- *Skipped/rapid heartbeats
- *Swelling of feet/ankles
- *Stroke/Epilepsy
- *Rheumatic fever
- *Hernia
- *Osteoporosis/Osteopenia
- *Cancer _____
- *Current/recent physical therapy or rehab
- *Asthma/chronic bronchitis
- *Lung disease _____
- *Anemia
- *Headaches/migraines
- *Current/past tobacco habit
- *Anxiety/depression
- *Blood disorder
- *Recent/current pregnancy
- *Recent illness/surgery
- *Rheumatoid arthritis
- *Overweight/obese

Explain any items circled above including dates and any restriction to your activity due to the conditions:

[Use back if necessary]

Fittek LLC, Assumption of Risk, Waiver of Liability, and Indemnity Agreement

The activities at Fittek, LLC (hereafter referred to as Fittek) include but are not exclusive to; aerobic and strength conditioning, individual and group personal training, flexibility and balancing activities, and postural therapy services. Equipment may include various cardio machines, free weights and weight machines, and other miscellaneous fitness and conditioning equipment (such as medicine balls, balance training equipment, suspension trainers, and battling ropes). These activities provide the client with the opportunity to have fun, improve physical fitness, improve health, improve appearance, and to release tension. The activity and exertion can range from mild to very strenuous (depending upon the desires of the client) and no specific level of skill is required for successful participation.

While these many benefits are apparent, Fittek and its staff regard client safety as a top priority and feel that it is important that the ADULT CLIENT [OR MINOR CLIENT AND PARENT(S) OR GUARDIAN(S)] understand that there are certain risks inherent in the activity regardless of the care taken by Fittek. The inherent risks include, but are not limited to, falling on a treadmill, dropping a weight on a foot, pinching a finger when replacing a weight, slip and falls, over-exertion, falling while balancing, unexpected equipment failure, and errors in judgment or carelessness by the client, co-participant, or Fittek employee.

Fittek feels that it is important that the ADULT CLIENT [OR MINOR CLIENT AND PARENT(S) OR GUARDIAN(S)] understand the three types of injuries that can occur. Minor injuries are the most common and include, but are not limited to, muscle soreness, headaches, bruises, scrapes, sprains, nausea, contusions, and lacerations. Serious injuries are less common, but do occur occasionally. They include, but are not limited to, broken bones, crushed or pinched finger, concussion, torn muscles or ligaments, joint injuries, and internal injuries. Catastrophic injuries are very rare; however, Fittek feels that clients should be aware of the remote possibility. These injuries include, but are not limited to; permanent disabilities, spinal injuries, paralysis, and even death.

Assumption of Inherent Risks: I, the ADULT CLIENT [OR MINOR CLIENT AND PARENT(S) OR GUARDIAN(S)], **understand that the inherent risks of Fittek activities** are serious and that **these activities involve a risk of injury** regardless of the care taken by Fittek. I have read the previous paragraphs and 1) I know the nature of the Fittek activities; 2) I understand the demands of those activities relative to my physical condition and skill level; and 3) I appreciate the types of injuries that may occur as a result of such activities. **I hereby assert that my participation at Fittek is voluntary and that I knowingly assume all inherent risks of the activity.**

Waiver of Liability for Ordinary Negligence of Fittek: In consideration of permission to use the property, facilities, equipment, and services of Fittek, today and on all future dates, I, the ADULT CLIENT [OR MINOR CLIENT AND PARENT(S) OR GUARDIAN(S)], (on behalf of myself, my spouse, heirs, personal representatives, and assigns – referred to hereafter as *Releasing Parties*) **do hereby waive, release, discharge and covenant not to sue Fittek, LLC** (including owners, directors, officers, employees, volunteers, independent contractors, agents and equipment suppliers -- referred to hereafter as *Protected Parties*) **from liability from any and all claims arising from the ordinary negligence** of the *Protected Parties*.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in **Fittek** activities (including, but not limited to: recreational, practice, or competitive activity; events; group or individual personal training and conditioning activities; posture therapy; tests, classes, and instruction; observers or spectators; individual use of facilities, equipment, changing/locker room areas, and restrooms; and all premises including the associated sidewalks and parking lots and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification: I, the ADULT CLIENT [OR PARENT(S) OR GUARDIAN(S)], also **agree to hold harmless, defend, and indemnify the protected parties** (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees, and related expenses) from **any and all claims** of mine, the minor, my spouse, heirs, personal representatives, or assigns arising from client death, injury, or loss due to involvement in Fittek activities (including those **arising from the inherent risks** of the activity or the **ordinary negligence of Protected Parties**).

I, the ADULT CLIENT [OR PARENT(S) OR GUARDIAN(S)], further agree to hold harmless, defend, and indemnify **Fittek** (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees, and related expenses) against any and all claims of co-participants, rescuers, and others arising from the conduct of the client in the course of his or her participation in the activity.

Clarifying Clauses: **1) I, the ADULT CLIENT [OR MINOR CLIENT AND PARENT(S) OR GUARDIAN(S)], confirm that this agreement supersedes any and all previous oral or written promises or agreements.** I understand that this is the entire agreement between me and Fittek and cannot be modified or changed in any way by representations or statements by any agent or employee of Fittek.

2) I, the ADULT CLIENT [OR MINOR CLIENT AND PARENT(S) OR GUARDIAN(S)], further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Illinois and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

3) I, the ADULT CLIENT [OR MINOR CLIENT AND PARENT(S) OR GUARDIAN(S)], also understand that if legal action is brought, the appropriate trial court for the county of Champaign in the State of Illinois has the **sole and exclusive jurisdiction** and that only the substantive laws of the State of Illinois shall apply.

4) I, the ADULT CLIENT [OR MINOR CLIENT AND PARENT(S) OR GUARDIAN(S)], agree to engage in good faith efforts to **mediate** any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that the dispute, controversy, or claim will be submitted to **binding arbitration** in accordance with the applicable rules of the American Arbitration Association then in effect.

Acknowledgments to Advance Client Safety

Health Status – I, the ADULT CLIENT [OR MINOR CLIENT AND PARENT(S) OR GUARDIAN(S)], assert that:

- Client possesses a sufficient level of physical fitness and coordination to enable safe participation in Fittek activities.
- Client consents to an optional physical fitness evaluation and gym orientation prior to participation. [Evaluations may include; weight and body fat measurements, tests of endurance and strength, flexibility and posture analysis. Client may opt out of the evaluation and orientation but must sign a waiver of gym orientation.]
- Client has completed a medical history for Fittek. **Fittek has been made aware** of any serious medical problems (e.g., asthma, diabetes, anaphylaxis, epilepsy, heart/cardiovascular disease or high blood pressure).
- **Fittek encourages** each client to get medical clearance from his/her personal physician prior to participation.
- It is the client's duty to inform Fittek staff and cease exercise immediately if the client should feel any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) during participation).
- Staff and personal trainers have my consent for certain physical touching that may be necessary to ensure proper technique and body alignment in performing fitness or conditioning activities and posture therapy.

Emergency Care – I, the ADULT CLIENT [OR MINOR CLIENT AND PARENT(S) OR GUARDIAN(S)], assert that

- Fittek can administer emergency first aid, CPR, and use an AED if deemed necessary by Fittek.
- Fittek can secure emergency medical care or transportation (i.e., EMS) if deemed necessary by Fittek.
- Fittek can share my medical history with emergency medical personnel when deemed necessary.
- Client will assume all costs of emergency medical care and transportation.

Rules & Safety – I, the ADULT CLIENT [OR MINOR CLIENT AND PARENT(S) OR GUARDIAN(S)], agree that client:

- Understands the importance of gym **safety rules and safe use of gym equipment**.
- Will abide by all safety-related rules while participating. Rules are posted on walls and in gym information.
- Will attempt only activities that client feels capable of performing safely. Will ask for assistance as needed.
- Will inform Fittek immediately if client becomes aware of client conduct or a facility condition that presents a danger to client or others.
- Has been informed of the risks of the activities by either an employee or a parent/guardian.
- Will inform Fittek promptly of all injuries suffered (including minor injuries).
- That Fittek has the authority to terminate participation in an activity when participation is deemed a danger to the client or others.

Acknowledgment of Understanding:

I, the ADULT CLIENT [OR MINOR CLIENT AND PARENT(S) OR GUARDIAN(S)], **have read this Agreement and fully understand its terms**. I understand that I am **giving up substantial rights**, including the right of the ADULT CLIENT or the MINOR CLIENT and the PARENT(S) OR GUARDIAN(S) to sue for damages in the event of death, injury, or loss. I further acknowledge that I am signing the agreement freely and voluntarily, and **intend my signature to be a complete and unconditional release of all liability, including that due to ordinary negligence by the Protected Parties**, to the greatest extent allowed by law of the State of Illinois.

I, the PARENT, also declare that I have discussed the activity risks and this agreement with my minor son/daughter and that he/she understands and accepts the risks.

Name of CLIENT (Print)	Signature of CLIENT	Date
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If Client is a Minor [under 18 years of age], Parents/Guardians must sign below:

Name of Parent/Guardian #1 (Print)	Signature of Parent/Guardian #1	Date
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Name of Parent/Guardian #2 (Print)	Signature of Parent/Guardian # 2	Date
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