

## Studio, Wellth & Fitness Customized Workout Term Contract

Notice to customers: You are entitled to a copy of this contract at the time you sign it.

This club has registered with the New Jersey Division of Consumer Affairs, a security to protect the buyer in case of loss because of breach of contract or bankruptcy by the seller.

Pursuant to N.J.S.A. 56:8-42(e) a contract for new or increased health club services may be canceled by the buyer for an reason at any time before midnight of the third operating day after the buyer receives a copy of the contract. In order to cancel a contract the buyer shall notify the health club of cancellation in writing, by registered or certified mail, return receipt requested, or personal delivery, to the address specified in the contract. All monies paid pursuant to the canceled contract shall be fully refunded within 30 days pf receipt of the notice of cancellation. (If the customer has executed any credit or loan agreement through the health club to pay for all o part of health club services, the negotiable instrument executed by the buyer shall also be returned within 30 days.) The contract hall contain a conspicuous notice printed in at least 10-point bold faced type that advises a customer of the ability to cancel the membership contract before the third operating day. Operating day means any calendar day on which patrons may inspect and use the club facilities and services during a period of at least eight hours, except on holidays and Sundays.

A health club services contract shall provide that it is subject to the cancellation by notice sent by registered or certified ma l, return receipt requested, or personally delivered, to the address of the health club specified in the contract upon the buyer's death or permanent disability, if the permanent disability is fully described and confirmed to the health club by a physician. In a cancellation under this subsection, the health club may retain the portion of the total contract price representing the services used plus reimbursement for expenses incurred in an amount t not to exceed 10% of the total contract price.

A health club services contract shall provide that it is subject to cancellation by notice sent by registered or certified mail, return receipt requested, or personally delivered, to the address of the health club specified in the contract upon the buyer's change of permanent residence t a location more than 25 miles from the health club or an affiliated health club offering the same or similar services and facilities at no additional expense to the buyer. In a cancellation under this subsection, the health club may require proof of the new permanent residence and may retain a prior ted share of the total contract price based upon the date the notice was received plus reimbursement for expenses incurred in an amount not to exceed 10% of the total contract price.

A health club services contract shall provide that if a health club facility is closed for a period longer than 30 days through no fault of the buyer of the health club services contract, the buyer is entitled to either extend the contract for a period equal to that during which the facility is closed or to receive a prorated refund of the amount paid by the buyer under the contract. Pools are closed 2 weeks for annual preventive maintenance.

A health club services contract shall not obligate the buyer to renew the contract.

If a health club facility is not in existence on the date the contract is executed, the health club services contract shall provide hat a buyer of a contract may cancel the contract if the facility is not open for business on a date which shall be set forth in the contract and receive a full refund of any deposit or payment on the contract.

Medical freezes require a doctor's note and are effective upon receipt of doctors note and membership card; the monthly freeze charge is \$9.00

Membership account status changes require two week notification. Delinquent payments are subject to a \$15.00 service charge per transaction.

ALL PRICES SUBJECT TO NJ SALES TAX



P.G. 2 Customized workout term contract

Members Name \_\_\_\_\_ Members Signature \_\_\_\_\_ Date / /

Agreement # \_\_\_\_\_

I, authorize my bank to make payment by method below, and post it to my account. This agreement is a minimum of 12 Months at \$0.00 per month starting on / /

Account Type: Checking \_\_\_\_\_ Savings \_\_\_\_\_

Account Number: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Credit Card Type: Not Billed Credit card Number: \_\_\_\_\_

CC Expire Date: \_\_\_\_\_. 3 digit code \_\_\_\_\_

HOW TO CANCEL: After your minimum billing is over, you may cancel by giving 30 days written notice; to address below. If you are scheduled for a billing within 30 days, you will be billed one more cycle.

Studio, Wellth & Fitness 1174 Fischer BLVD Toms River NJ 08753 732-228-7654. [www.studiowellthfitness.com](http://www.studiowellthfitness.com)



Studio, Wellth & Fitness  
www.studiowellthfitness.com

## Physician Consent Form

Dear Physician,

Your patient \_\_\_\_\_ wishes to begin a personalized training program at Studio, Wellth & Fitness. This program may involve progressive resistance training, flexibility exercises and a cardiovascular program increasing in duration and intensity over time. After completing a health questionnaire and discussing their medical condition we agreed to seek your advice in setting limitations to the program. Please identify any recommendations or restrictions that are appropriate for your patient in this exercise program:

I am not aware of any contraindications toward participation in a fitness program.		
The applicant should not engage in the following activities:		
I recommend the applicant not participate in the above fitness program.		
Physician's Signature:	Phone:	Date:
Physician's Name:	Address:	



## Health / Exercise Questionnaire/Waiver

Name \_\_\_\_\_ Date \_\_\_\_\_

Gender \_\_\_\_\_ DOB \_\_\_\_\_ AGE \_\_\_\_\_ HEIGHT \_\_\_\_\_ WEIGHT \_\_\_\_\_

Home Address \_\_\_\_\_

Home Phone (    ) \_\_\_\_\_ Work \_\_\_\_\_ Cell (    ) \_\_\_\_\_

E-Mail \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Relationship to you \_\_\_\_\_ PH. \_\_\_\_\_

**Thank you for taking the time to complete this questionnaire.**

**Please answer each question carefully and completely. This is very important information and will contribute significantly to the development and implementation of your customized fitness program**

- Who are your primary and secondary-care medical provider? (Family physician, Internist, Ob-gyn, psychiatrist, chiropractor, etc.) Please include full name, address and reason for seeing the provider

Name \_\_\_\_\_ Address / Phone \_\_\_\_\_ Care Provided \_\_\_\_\_

- Please List any medications you are currently taking.

MEDICATION	DOSAGE	WHY ?
_____	_____	_____
_____	_____	_____
_____	_____	_____

- Have you consulted with a physician regarding diet and exercise ? If yes please describe recommendation \_\_\_\_\_ Blood Pressure \_\_\_\_\_  
Resting heart rate \_\_\_\_\_

- How many days per week do you plan to exercise? \_\_\_\_\_



P.G. 2 Health Questionnaire

Your overall fitness goals are:

5. \_\_\_\_\_

Have you started an exercise program in the past and stopped? YES OR NO

Why \_\_\_\_\_

6a Please list any injuries you have suffered \_\_\_\_\_

6b Please list any surgeries you have had. \_\_\_\_\_

6. Interested in Nutritional Guidance, All Natural and Organic Protein powders and Vitamins , Nutritionist, Chiropractor, Holistic Doctor (circle choice)

**If you are currently exercising, please answer questions 8 through 9.**

8. Please describe your current exercise program:

How often do you exercise? \_\_\_\_\_ How long is each session? \_\_\_\_\_  
What type of exercise \_\_\_\_\_? Where do you exercise \_\_\_\_\_?

9. How long have you participated in regular exercise \_\_\_\_\_?

10. Have you ever worked with a Personal Trainer \_\_\_\_\_?

11. Are you interested in the individualized guidance, education, motivation and safety that is provide by a Personal Trainer \_\_\_\_\_?

Once-a-week? Twice-a-week? Three-times a week?

12. What are the possible reasons you would not complete your training program \_\_\_\_\_?

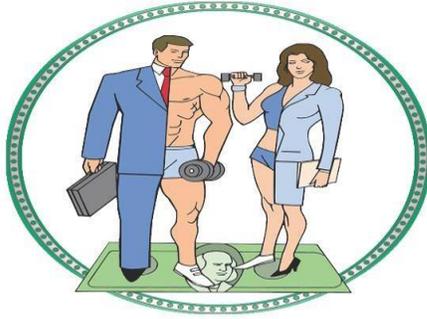
13. Are you interested in learning more about specific health, wellness or fitness programs?

Please list: \_\_\_\_\_

Recommended Training Package

Options: \_\_\_\_\_

\_\_\_\_\_



## P.G 3. Health Questionnaire

### WAIVER AND RELEASE OF LIABILITY

Disclaimer: Studio, Wellth & Fitness ("SWF") is not responsible for any injury suffered by you as the result of any of SWFs acts or omissions, including ordinary negligence on the part of SWF. This waiver and release includes any of the acts or omissions of SWF owners, personal trainers, nutritionists and any other employees, agents, or third parties with whom SWF has any dealings and/or which it might recommend (including, but not limited to, gyms or related establishments, service providers and the manufacturers and distributors of products).

In consideration of my desire to work with SWF, I hereby release and covenant not to sue SWF, its owners, its employee instructors, or agents, from any and all present and future claims resulting from ordinary negligence on the part of SWF and its agents, whether affiliated or not, as well as the acts of third parties which SWF has any relationship at all (including having recommended such third parties) for loss, damage, or theft of personal property, personal injury, or death, arising as a result of working with SWF, whether as the result of specific activities, or incidental thereto, wherever, whenever or however the same may occur. **I hereby voluntarily waive any and all claims resulting from ordinary negligence both present and future, that may be made by me, my family estate heirs, or assigns.**

I acknowledge that SWF has recommended that I seek an evaluation from a doctor(s) to advise me as to whether I am in good enough health to engage in facility activities and follow any other nutritional and/or lifestyle advice which I might be provided by SWF I further acknowledge that I am not relying upon SWF to provide me with any such information and that it is my responsibility to advise S.W.F of any medical conditions and limitations which I might have which might impact the advice, training and/or recommendations which SWF might provide me.

Further, I am aware that health and fitness activities in which I may engage may include vigorous cardiovascular activities (i.e., aerobics, treadmills, bicycles, steppers, or racquetball) and strenuous exertion of strength training (i.e., free weights and weight machines). I understand that these and other physical activities with which I might engage in with, or under the supervision of, or at the recommendation of SWF, may involve certain risks, including but not limited to death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, and injury to bones, joints, or muscles. I am voluntarily participating in such activities with knowledge of dangers involved and hereby agree to accept any and all inherent risk of property damage, personal injury, or death.

I further agree to indemnify and hold harmless SWF for any and all claims arising as a result of my engaging in any activities related to my involvement with SWF wherever, whenever, or however the same occur.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of New Jersey and agree that if any portion is held invalid, the remainder of the waiver will continue in full force and effect. I further affirm that the venue for any legal proceedings shall be in New Jersey.

**IDEA: limit to arbitration**



P.G. 4 Health Questionnaire /waiver

I affirm that I am of legal age and am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me for the ordinary negligence of S.W.F

I have received a copy of this Health Questionnaire. Client Initials \_\_\_\_\_

Staff Personnel. Name \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Signature of Participant

\_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent or Guardian  
Of Participant.

Client Follow Up :      30      60      90 (circle one)

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_