

***FITNESS AND NUTRITION SERVICE AGREEMENT***

The purpose of this document is to provide an overview of your obligation, commitment

and participation for your professional fitness and nutrition program

as well as the ongoing research and development by 3rd Wave Technologies   
fitness and nutrition management services.

Please read thoroughly to complete the term of agreements.

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| Date: | Monday, May 22, 2017 |

Based on the initial consultation, interview and physical assessment of the participant(s) listed below, a custom fitness and nutritional program can be created to support each individual reach their personal fitness/health goals. Such programming will be provided once the client enters into an agreement with the fitness professional for the purpose of achieving optimum fitness/health. This document will outline the roles and responsibilities of both parties.

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| This agreement is between | *Shawn Bennett, Fitness Professional* | and the following participant(s): |
|  | Personal Fitness Advisor and Health Coach at 3rd Wave Technologies |  |

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| 1.) |  |  | 3.) |  |
|  | Print Participant’s Name |  |  | Print Participant’s Name |
| 2.) |  |  | 4.) |  |
|  | Print Participant’s Name |  |  | Print Participant’s Name |

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| **agreement requirments** |

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| I insert client name here\_\_ the participant will participate in the programming designed to meet and achieve my goals. I have opted to be coached by a professional that has been trained in the specialization of fitness and nutrition and exercise science. It is to my best understanding and knowledge to adhere to all the requirements presented in order achieve my expected goals and results.  My coach/ trainer, will carefully detail a fitness program specifically designed to meet your abilities and skills and as such, will expect me to achieve my goals desired. My coach has an expectation that I the client will follow through in its entirety, and complete the training course’s designed.  I will be asked to participate in several key components of my specifically designed training program and will be expected as required to present proof of understanding and compliance by providing key elements towards my goals. Below is a list of requirements necessary during the duration of my training program to present during and upon completion:   1. Willful participation in Physical conditioning sessions = 10 pts. 2. Routine fitness assessments = 10 pts. 3. Training journal (digital or paper) = 10 pts. 4. Knowledge of nutrition (key terms and simple formulas) = 10 pts. 5. Photos and videos of training procedures = 10 pts. 6. All required measurements = 10 pts. 7. Body fat and body mass calculation = 10 pts. 8. Standardized stretching and exercise demonstrations (performed by client) = 10 pts. 9. As scheduled routine conference virtual or real (follow up and goal re-settings) = 10 pts, 10. All required weight in = 10 pts.   The fitness professional will consult with you to begin creating the desired fitness and nutrition plan that best meets your abilities to best and attain your goals. You will have opportunities to meet and discuss any and all material presented now and the duration of your training. It is your responsibility to inform your trainer/coach of any physical abnormalities, injuries or mishaps during or away from training.  Please take the proper amount of time to review this documentation in its entirety before signing this agreement. Upon signing it will be assumed your understanding of the information presented. The coach and trainer adviser has the right to amend this document at any time with or without notification and present to you the client/customer the opportunity to review, re-sign and implement.  A copy of this documentation for your personal professional records will be provided. Please review this documentation as often as required. |

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| **important notification** |

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| NOTE:  It is important to remember that your professional trainer/coach uses their specialization as a means of income and is not required to offer any discounts for services.  NOTE:  The ability to maintain and continually develop any profession or business is challenging. The rates represented have been carefully evaluated against this industries professionals of lessor, equal and greater abilities and knowledge. All rates/fees have been set and adjusted accordingly by a professional reviewing body and not those entirely of the professional trainer/coach.  NOTE:  The information represented is not to be used as professional medical advice. The program to be, represents the trainers’ abilities to utilize one of the standardized fitness training regiments/programs, through a certifying board or professionals here in named “NASM” National Academy of Sports Medicine. <www.nasm.org>  NOTE:  It is important to mention, in every attempt at remaining fair towards all parties, it is to be understood that your professional training personnel is a “Professional” and should be allowed to utilize his or her abilities as a trainer/coach to work best for the client(s). It is of high importance that you the client remember to allow the training professional the courtesy and patience in understanding and developing the ideal and proper training program that will be the best fit for your goals.  NOTE:  The trainer/coach will make adjustments in your training program to allow for your ability to complete your goals. It is important as the client to utilize the professional knowledge of the trainer/coach and make all attempts to comply with programming requirements. In and away from training session.  NOTE:  [3rd](http://www.3rdwavetech.com) Wave Technology Fitness & Nutrition Management service is a support management entity that utilizes a variety of systems, formulas and applications to help assist in their clients goals. For further information, please visit our website or email at <mailto:3rdwtss@gmail.com> |

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| **Fitness Packages** |

Please select the Health and Fitness package that you desire to attain during your journey towards a healthier lifestyle.

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|  |  | **NASM-OPT Personal Training Session (1:1) …. $100.00/per session** |
|  |  | The per session rate includes the following:   1. One Personal Training Session (1:1). 2. Text and email support. 3. Pre/Post stretch applications 4. General fitness dialog pre/post consultation (updates) 5. Discounted session will occur after 10th session purchase. Rate $75/ per session hour |

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|  |  | **The Personal Comprehensive Fitness Assessment Package $365.95** |
|  |  | The initial health assessment is a one-time fee. The assessment was created to help gauge an individual’s fitness level. This assessment also serves as a guide for the fitness professional to create a custom program design based on the needs of the client. The assessment consists of the following:   1. (2) Two Fitness consultations; 3 Primary assessments and the follow ups explaining the results.    * 1. The assessments consists of a physical activity readiness questionnaire (PAR-Q), general and medical questionnaire, physiological assessment, circumference measurements, metabolically challenged questionnaire, movement assessment, fitness assessment, and a flexibility training assessment. 2. The results of the assessment are provided along with a video that demonstrates basic exercises that a person can do on daily basis without the use of equipment. If done daily, such exercises do have the potential of improving a person’s health and body composition. |
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|  |  | **The Personal Fitness Interview and Standard Summary Report $165.95** |
|  |  | 1 hour consultation. Root Cause analysis with base summary report. This package included standard fitness observation and will required a standardized and personal move assessment. This package will require follow. |

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|  |  | **The Boot Camp Fitness Package $189.95/per mo.** |
|  |  | Minimum 2x weekly boot camp:   1. A standard assessment evaluation explaining the progressive monthly fitness program. 2. Text, email support correspondence 3. Virtual Group Boosters (1x monthly). *Group chat via skype, facetime, google hangouts, etc.* |

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|  |  | **The Friends and Family Fitness Package $100.00/per person** |
|  |  | The friends and family fitness package includes the following:   1. Per group training session for up to 4 individuals at the rate of $100.00 per person in group. (1 session hour) must complete 4 sessions before group discount may qualify for reduction incentives. Each member after the 2nd will pay 1/2 the value of primary persons training per session. 2. The team captain receives access to text and email support for the duration of this package. 3. One Group Fitness assessment reports will be delivered with this report. 4. Group rescheduling is +$20.00. For recovery session, it must be rescheduled within 1 day upon cancellation. |
|  |  | **NASM Neuromuscular Stretch & Goniometric Joint Extensibility Package $105.95** |
|  |  | The NASM Neuromuscular & Myofascial release along with goniometric extensibility stretch application is designed to open blood flow beneath the dermal tissue, improve muscle extensibility and increase range of motion within joints. The improved range of motion and blood flow to joints, tendons and muscles while releases tightness throughout the body. A standard application is one (1) hour. |

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| **commitment fees (applied to 1:1 and f&F)** |

Please initial to left of each commitment fee to acknowledge that you have read and understand the terms listed below.

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|  |  | **Late Cancellation and/or Rescheduling *(less than 24 hour notice) session loss fee charged or keep for* $25.00** |

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|  | **No Show (session will be charged and accounted for) $0.00** |

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| **referral program** |

We want to reward you for referring people to us! Therefore, we will reward 1 **FREE** 20 minute stretch session to you (the referrer) for each friend or family member that you refer to us. To receive the free stretch session the referred person ***must purchase a minimum of 1 training session or* “Personal fitness interview @ $165.95”**and provide us with your name.

It is that simple!

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| **refunds** |

1. Weight-loss is a science and not yet an exact art. We know that if a person follows the fitness professional’s advice and coaching, the exercise program and the nutritional program should produce the desired results of our client’s goals of obtaining optimum health. However, everybody is different, we understand some people experience health problems that make weight loss goals challenging. If we are unable to find a solution that works for any measure for you, we will provide a refund of up to 50% of your initial investment. If a person does not adhere to the program parameters, the program will not work and a fitness professional cannot do anything to change that. Therefore, to qualify for a refund the following applies;   
     
   Refunds may only be provided for the latest fitness sessions purchased.
   1. Example: if you purchased a premium package and completed all 12 training sessions and decided to purchase another 12 sessions; a refund will only be eligible for the last sessions purchased.
2. A 50% refund is only available for the following purchases of 10 or more sessions:
3. The participant **must** provide a copy of their **daily fitness journal**. We will be looking for food intake, water intake, mood information, sleep patterns, physical activity information, and the fitness professional’s signature on each sessions reviewed.
4. Our records must show that the following requirements were satisfied and provided to the fitness professional:
   1. Any and all fitness assessment to confirm progressive muscular endurance.
   2. All scheduled training sessions were attended on time.
   3. At least four videos per month of your personal physical activity in addition of your (1:1) training sessions.
   4. Bi weekly weight ins, photo comparisons (in digital format) delivered via mail or PTP transfer

Once all the information is provided and confirmed a refund will be processed and provided to you.

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| **Program purpose** |

To accumulate, analyze and develop industry standard fitness and wellness programs and utilize the information for ongoing studies of professional system, services and certifications. The information retrieved is utilized to maintain the highest value of standard and may be presented and reviewed as qualified data to the NASM BOC (National Association of Sports Medicine Board of Certification). This board of certification is the authoring body of professional fitness training and training standards that help to formulate and support the development and continuance of practice of ourservices

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| **Certifications** |

**Current Certifications**

* National Association Sports Medicine - Certified Personal Trainer
* Integrated Core Training
* Integrated Balance Conditioning & Development
* American Fitness Training of Athletes - PFT
* Corrective Exercise Specialization
* Professional Business Development
* Performance Enhancement specialization
* Mix Martial Arts /Self Defense Group and Private sessions
* Neuromuscular Stretch
* Goniometric joint extensibility training
* CPR/AED
* First Aid

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| **Payment information** |

Based on the information provided above you have selected the following services:

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|  |  | Comprehensive Fitness Assessment $365.95 |

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|  |  | The Boot Camp Fitness Package$189.95/mo**.** |

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|  |  | One to one Professional Fitness Session $100.00/hrly |

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|  |  | General Fitness Interview personalized fitness Assessment (Solo Package) $165.95 |

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|  |  | **NASM Neuromuscular Stretch & Goniometric Joint Extensibility**  $105.00/45min +15min follow up |
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|  | **Subtotal:** | $ |
|  | **Discount:** | - $ |
|  | **Total Amount:** | $ |

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| **We accept:** Check | Cash | |  | We require a credit card on file even if you are paying check or cash. Please provide credit card information below. |

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| Name on Card: |  |  | Enter Credit Card Type |  |

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| CSC: |  | For American Express, it’s the four digits on the front of the card.  For MasterCard, Visa or Discover, it’s the last three digits in the signature area on the back of your card. |

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| Billing Address: |  | City: |  | State: |  | Zip: |  |

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| Print Name as it Appears on Credit Card |  | Authorizing Signature |  | Date |

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| **acknowledgement of agreement** |

The client acknowledges he/she has read this agreement and fully understands the terms of this contract regarding fitness packages, commitment fees, the referral and rewards program, the incentive program discount, and payment requirements. Furthermore, the client understands his/her role and responsibilities and agrees to provide all relative information mentioned in this agreement.

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| Print Client Name |  | Client Signature |  | Date |

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| Print Fitness Professional Name |  | Fitness Professional Signature |  | Date |