

Date:

Name:  
Primary Phone:  
CWID:  
Primary Email:

**CAMPUS RECREATION GENERAL POLICY (Please enter initials)**

1. I understand that sessions/packages are not refundable. \_\_\_\_\_
2. I understand that I cannot transfer my sessions, package(s) nor gift certificate(s) to another person. \_\_\_\_\_
3. I understand that the more feedback I provide my Trainer the more effective the service will be. \_\_\_\_\_
4. I understand that it is my responsibility to communicate fully any and all medical history information to my Trainer. I also understand that I take full responsibility if I inadvertently or purposefully mislead or misinform my Trainer, or am not truthful in completing all paperwork. \_\_\_\_\_
5. I understand I must have an active Morris Recreation Center membership. MRC Non-member must purchase a day pass per visit. \_\_\_\_\_
6. I understand Campus Recreation does not sell or distribute parking passes. They can be purchased at the Cashiers Office located in the McDowell Administration Building. \_\_\_\_\_

**PERSONAL TRAINING (Please enter initials)**

1. I understand that a fitness consultation and assessment is free with the purchase of a training package and will be completed prior to beginning any sessions with a Personal Trainer. If I do not show up for this appointment and do not give at least 24 hours' notice, I will have to make up the appointment and I will be charged a training session for the assessment. \_\_\_\_\_
2. I understand that I have to return my consultation package to the front desk to return to the Coordinator so the personal trainer has time to review before the first initial session.
3. I understand that my sessions expire in a certain amount of weeks based on the amount of sessions I have purchased. For example, if I purchase an 8 session package my sessions will expire in 8 weeks, if I purchase a 4 session package my sessions will expire in 4 weeks and so on. \_\_\_\_\_
4. I understand that schedule cancellations require at least 24 hours' notice or I will be charged for the session. \_\_\_\_\_
5. I understand that I can request a trainer. If the trainer is unavailable, however, I will be given the option of waiting up to 4 weeks for that trainer or I will be scheduled with another trainer. \_\_\_\_\_
6. I understand that there will be certain expectations of me that the trainer will cover in detail at our first meeting. I understand that if I do not commit with 100% effort to this program that my assigned trainer can request that I train with someone else. \_\_\_\_\_
7. I understand that if I am uncomfortable with a particular exercise I can ask the trainer why I am doing it and can request the exercise be changed. \_\_\_\_\_

**BUDDY TRAINING or GROUP TRAINING (Please enter initials if you have selected either or)**

1. Please list first and last name of buddy/buddies: \_\_\_\_\_
2. I understand that the price I am paying is for half or a third of the total package. Clients will not be paired with a trainer until both buddies or group patterns have paid their share \_\_\_\_\_

**Please fill out all of the following for all services**

Please list your primary goal for hiring a personal trainer? \_\_\_\_\_

Please select days per week and write in time slots per day that works best for you.

Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday

Times:	Times:	Times:	Times:	Times:	Times:	Times:

Have you ever worked with a personal trainer before? \_\_\_\_\_

Would you like to request a specific trainer? \_\_\_\_\_

Do you prefer a male or female trainer? \_\_\_\_\_

How many times per week would you like to work out with a trainer? \_\_\_\_\_

How many times per week would you like to work out in total? \_\_\_\_\_

Do you have any physical limitations or medical conditions that we need to be aware of? If yes, please explain.

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**COVID-19 PERSONAL TRAINING MODIFICATIONS:**

- Both the trainer and client are required to wear a mask during the training session as well as maintain 6ft distance.
- The cardio deck area is a mask optional zone. Clients are allowed to utilize a piece of cardio equipment without a mask, but the trainer is required to have a mask on at all times.
- The trainer is only allowed to spot the client if the client is at risk of injury or death.
- The use of multiple pieces of equipment or machines at the same time in a circuit is restricted.
- Equipment used during a session should be sanitized or cleaned after usage.

**RISKS OF EXERCISING WITH A MASK ON:**

- Wearing a mask can increase the resistance to airflow, which can make it difficult to inhale the quantity of air needed to perform at your highest level. This may lead to increased breathing rate, heart rate and the potential for dizziness to occur. We ask you to please self-monitor how you are feeling and to increase your rest periods if needed. Additionally, if you have any cardiovascular or pulmonary conditions we ask you to please let the trainer know in the consultation and assessment to help structure a safe and effective training session.

# WAIVER, INDEMNIFICATION, AND MEDICAL TREATMENT AUTHORIZATION FORM

1. EXCULPATORY CLAUSE. In consideration for receiving permission to participate in any and all activities of Campus Recreation - Personal Training ("activity"), which is sponsored by Texas A&M University-Commerce ("sponsor"), a member of The Texas A&M University System, I hereby release, waive, covenant not to sue, and agree to hold harmless for any and all purposes sponsor, The Texas A&M University System, the Board of Regents for The Texas A&M University System, and their members, officers, agents, volunteers, or employees ("RELEASEES" or "INDEMNITEES") from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me while participating in this activity, while traveling to and from the activity, or while on the premises owned, leased, or controlled by RELEASEES, **including injuries sustained as a result of the sole, joint, or concurrent negligence, gross negligence, negligence per se, statutory fault, intentional torts, or strict liability of RELEASEES.**

2. INDEMNITY CLAUSE. I am fully aware that there are inherent risks to myself and others involved with this activity, including but not limited to **Concussion, cardiac arrest, musculoskeletal injuries such as sprains, fractures, or tears and death**, and I choose to voluntarily participate in this activity with full knowledge that the activity may be hazardous to me and my property, and to the person and property of others. I acknowledge there may be physically strenuous activities. I know of no medical reason why I should not participate. **I agree to indemnify and hold harmless INDEMNITEES** from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, which may occur to myself, other participants, and third-persons as a result of my participation and conduct in this activity, **including injuries sustained as a result of the sole, joint, or concurrent negligence, gross negligence, negligence per se, statutory fault, intentional torts, or strict liability of INDEMNITEES.**

3. NO INSURANCE. I understand that RELEASEES do not maintain any insurance policy covering any circumstance arising from my participation in this activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage. Sponsor does not carry general liability insurance to cover claims arising from this activity so it seeks a waiver of claims as additional consideration for the right to participate so sponsor, a governmental unit of the State of Texas, can (a) provide the activity at the lowest possible cost to participants; and (b) provide access to a greater number of participants by expending limited resources on program materials rather than on liability insurance.

4. BINDS HEIRS. It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.

5. MEDICAL AUTHORIZATION, INDEMNITY FOR MEDICAL EXPENSES, and WAIVER. I understand RELEASEES cannot be expected to control all of the risks associated with this activity and RELEASEES may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required, as determined by a medical professional at the medical facility, during my participation in this activity with the understanding that the cost of any such treatment will be my responsibility. I agree to indemnify and hold harmless INDEMNITEES for any costs incurred to treat me, even if an INDEMNITEE has signed hospital documentation promising to pay for the treatment due to my inability to sign the documentation. I further agree to release, waive, covenant not to sue, and agree to hold harmless for any and all purposes, RELEASEES from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, gross negligence, statutory fault, intentional torts, or strict liability of RELEASEES.**

6. In the event of a dispute over the meaning or application of this agreement, it shall be construed fairly and reasonably and neither more strongly for nor against either party.

7. VOLUNTARY SIGNATURE. In signing this agreement I acknowledge and represent that I have read it, understand it,

and sign it voluntarily as my own free act and deed; sponsor has not made and I have not relied on any oral representations, statements, or inducements apart from the terms contained in this agreement. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future. **For students engaging in extracurricular activities:** I understand I can choose not to sign this document and free myself from its terms and the associated risks of the activity by simply not participating in the activity and choosing some other activity available to me that has a lower level of risk to me. I further understand this is a voluntary, extracurricular activity; therefore it is not required for me to obtain college credits and not participating in this activity will in no way hinder my ability to obtain a degree from the university. **For students going on fieldtrips or other class-related activities:** I understand participation in this class/fieldtrip/activity is not mandatory and I will not be penalized for failing to participate in this activity because an alternative activity exists for which I can receive like credit. While I understand alternative activities are available to me that do not have the risks associated with this activity I still desire to voluntarily engage in this activity.

**SIGNING THIS DOCUMENT INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS.  
CONSULT YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.**

**SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Participant Signature: \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

Participant's Date of Birth: \_\_\_\_\_

**Parent or Legal Guardian Signature:** \_\_\_\_\_ (If Participant is under 18 years old)

**Parent or Legal Guardian Printed Name:** \_\_\_\_\_ (If Participant is under 18 years old)

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INSTRUCTIONS: (1) The document should be printed in a font size no smaller than 10-point type. This is 10- point type. This is 12- point type. (2) The formatting/font style (***bolded, underlined, and italicized***) in paragraph nos. 1, 2, 5 & 6 should not be altered.

TAMUS-OGC-Approved 09/26/2018