



## POLICIES

1. In addition to this form, Client will be required to sign and return the following forms to Gryphon Multisport Fitness prior to receiving a Fitness Consultation, Training Program Design, or beginning any Training Program:
  - a. Acknowledgement, Waiver, and Release From Liability (AWRL) Form
  - b. Physical Activity Readiness Questionnaire (PAR-Q)
  - c. Health History Questionnaire
2. If you have any of the following physical conditions, you may be required to have a Medical Clearance and Physician's Consent Form:
  - a. Hypertension (>145/95 mm Hg)
  - b. Hyperlipidemia (cholesterol >220 mg/dl or a total cholesterol-to-HDL ratio of >5.0)
  - c. Diabetes
  - d. Family history of heart disease prior to age 60
  - e. Smoking
  - f. Abnormal resting EKG
  - g. Any other condition that Gryphon Multisport Fitness in its sole discretion may deem to present an unreasonable risk to your health, were you to participate in a fitness evaluation or program.
3. Unless other arrangements are made, private Personal Training sessions, and Program Design explanations (these services herein individually and collectively referred to as "sessions") last approximately fifty minutes. In order to provide the best service to all Clients, Gryphon Multisport Fitness cannot commit to extending any particular session beyond its previously scheduled time. In those cases where schedules do permit, Clients may request to extend sessions beyond fifty minutes at the current hourly session rate.
4. Rates for Gryphon Multisport Fitness services are subject to change. Services prepaid for by Client, which are unused at the time of any rate change, will be honored at the price already paid. No refunds are offered for group training programs after the start of the program.
5. Time slots are available on a "first-come, first-served" basis by appointment. Sessions, whether purchased a la carte or as part of a package, must be paid for when the appointment is booked. Client may schedule prepaid sessions in advance.
6. In order to provide the best possible service to all Clients, Gryphon Multisport Fitness asks that all Clients be ready to begin their session at the scheduled time. Time lost at the beginning of a session due to a Client's tardiness cannot be made up at the end of the session as that could potentially impact the next scheduled Client. Unless prior arrangements have been made, a Client will be deemed a "no-show" when they are fifteen minutes late for an appointment. No refunds or credits will be given for "no-shows".
7. Regarding cancellation of personal sessions:
  - a. All qualifying cancellations will result in a credit being given which can be applied to a future session or other product or service from Gryphon Multisport Fitness.
  - b. All cancellations must be made with a minimum of 48 hours advance notice in order to receive credit for the session. Due to an inability to fill the previously blocked time period, Cancellations with less than 48 hours notice given will not qualify for a credit and Client will be charged for the session. Cancellations must be made by calling 510-861-2077 to be deemed effective.

- c. If Client receives credit for a missed session, the credit must be used within 60 days of the missed session, or it will be waived.
- d. If Gryphon Multisport Fitness needs to cancel a scheduled session, Client will receive credit for such session.

\_\_\_\_\_  
Client's Initials

- 8. Payment is due at the time the appointment for a session is booked. Gryphon Multisport Fitness accepts cash, checks and credit cards through PayPal.
- 9. Clients are required to observe any and all rules of the gym or facility where workouts take place, if applicable.
- 10. Shirts and shoes are required at all times during sessions. Client should keep all personal equipment in safe and good-working order. Client should also have water available as necessary during the workout.
- 11. Clients have the right to terminate a particular exercise or workout at any time. You are in control of your workouts! If an exercise is uncomfortable or painful, or if you want to stop for any reason, you may do so. If a particular exercise is painful for you to do or you have an injury or other limitation that makes it difficult for you to do, Gryphon Multisport Fitness can attempt to substitute another exercise to work that particular muscle group.
- 12. You will get from your workouts what you put in. Results will vary by individual and Gryphon Multisport Fitness cannot guarantee specific results. Client acknowledges that Client is responsible for their decisions regarding whether or not to exercise consistently, eat properly, rest enough, and live a healthy lifestyle.
- 13. Gryphon Multisport Fitness respects your privacy. Due to the nature of our services, it is necessary to collect certain personal information from Clients. All information collected is treated as STRICTLY CONFIDENTIAL, and Gryphon Multisport Fitness will not share or redistribute your information with any third party except as necessary to provide services purchased by the Client, or as required by law. Any information gathered from a Client is simply for our records and, if applicable, necessary to provide the services to the Client for which we have been contracted.
- 14. All Terms and Conditions are subject to change.

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please print name

\_\_\_\_\_  
Parent or legal guardian (if participant is under age eighteen)

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT, WAIVER, AND RELEASE FROM LIABILITY FORM**

PLEASE READ CAREFULLY BEFORE SIGNING, ACKNOWLEDGEMENT, WAIVER, AND RELEASE FROM LIABILITY (AWRL)

I acknowledge that participating in a resistance, cardiovascular, triathlon and/or multi-sport training program can be an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. I HEREBY ASSUME THE RISKS OF PARTICIPATING IN A RESISTANCE, CARDIOVASCULAR, TRIATHLON AND/OR MULTI-SPORT TRAINING PROGRAM. I certify that I am in a physical condition to participate in such a training program and have not been advised against participation by a qualified health professional. I acknowledge that my statements on this AWRL are being accepted by Gryphon Multisport Fitness in consideration for allowing me to become a client and are being relied upon by Gryphon Multisport Fitness and various partners in permitting me to participate in any training program.

In consideration for allowing me to become a client and allowing me to participate in a training program, I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf, and I expressly acknowledge that it is my intent to take these actions: (a) I AGREE to abide by the Competitive Rules adopted by USAT, including the Medical Control Rules as they may be amended from time to time, and I acknowledge that my participation may be revoked or suspended for violation of the Competitive Rules; (b) I AGREE that prior to participation in any training event I will inspect the course, facilities, equipment, and areas to be used, and if I believe any are unsafe I will immediately advise the person supervising the event activity facility or area; (c) I WAIVE, RELEASE, AND DISCHARGE from any and all claims, losses, liabilities for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft, or damage of any kind, including economic losses, which may in the future arise out of or relate to my participation in or my traveling to and from a training event or race, THE FOLLOWING PERSONS OR ENTITIES: GRYPHON MULTISPORT FITNESS, ANGELA GRIFFITHS, ANY GRYPHON MULTISPORT FITNESS COACHES OR VOLUNTEERS, USAT, ALL STATES, CITIES, COUNTIES, OR LOCALITIES IN WHICH TRAINING OR SEGMENTS OF TRAINING ARE HELD, AND THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS OF ANY OF THE ABOVE, EVEN IF SUCH CLAIMS, LOSSES OR LIABILITIES ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE PERSONS I AM HEREBY RELEASING OR ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OTHER PERSON OR ENTITY; (d) I ACKNOWLEDGE that there may be traffic or persons on the training course route, and I ASSUME THE RISK OF RUNNING, BIKING, SWIMMING, OR PARTICIPATING IN ANY OTHER EVENT SANCTIONED BY USAT. I also ASSUME ANY AND ALL OTHER RISKS associated with participating in multi-sport training including but not limited to falls, contact and/or effects with other participants, effects of weather, including heat and/or humidity, defective equipment, the condition of the roads, water hazards, contact with other swimmers or boats, and any hazard that may be posed by by-standers or volunteers. All such risks being known and appreciated by me, I further acknowledge that these risks include risks that may be the result of the negligence of the persons or entities mentioned above in paragraph (c) or of other persons or entities; (e) I AGREE NOT TO SUE any of the persons or entities mentioned above in paragraph (c) for any of the claims, losses, or liabilities that I have waived, released, or discharged herein; (f) I INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned above in paragraph (c) from any and all claims made or liabilities assessed against them as a result of (i) my actions or inactions, (ii) the actions, inactions, or negligence of others, including those parties hereby indemnified; (iii) the conditions of the facilities, equipment, or areas where the event or activity is being conducted; (iv) the Competitive Rules; or (v) any other harm caused by an occurrence related to a Gryphon Multisport Fitness-sanctioned training; and (g) I GRANT PERMISSION for the use of my name and/or likeness relating to my participation in a USAT-sanctioned event, and I WAIVE all right to any future compensation to which I may otherwise be entitled as a result of the use of my name or likeness.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT, AND I UNDERSTAND ITS CONTENTS.

PRINT NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

For persons under 18 years of age, a parent or legal guardian must sign the above AWRL and complete the following page:

The undersigned \_\_\_\_\_ (parent/guardian) the parent and natural guardian of \_\_\_\_\_ (minor's name) hereby acknowledges that he/she has executed the foregoing AWRL for and on behalf of the minor named herein. As the natural or legal guardian of such minor, I hereby bind myself, the minor, and our executors, administrators, heirs, next of kin, successors, and assigns to the terms of the foregoing AWRL. I represent that I have the legal capacity and authority to act for and on behalf of the minor and named herein, and I agree to indemnify and hold harmless the persons or entities mentioned in the foregoing AWRL for any claims made or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of the foregoing AWRL or in the execution of this Consent.

I hereby authorize any licensed physician, emergency medical technician, hospital, or other medical or health care facility ("Medical Provider") to treat the minor named herein for the purpose of attempting to treat or relieve any injuries received by said minor arising out of or relating to any training session. I authorize any such Medical Provider to perform all procedures deemed medically advisable in attempting to treat or relieve any such injuries and any related conditions of said minor that may be encountered during the course of attempting to treat or relieve such injuries. I consent to the administration of anesthesia as deemed advisable during the course of such treatment. I realize and appreciate that there is a possibility of complications and unforeseen consequences in any medical treatment, and I assume any such risk for and on behalf of myself and said minor. I acknowledge that no warranty is being made as to the results of any medical treatment. NOTE: Parent/Guardian must also sign attached AWRL.

PARENT/GUARDIAN SIGNATURE \_\_\_\_\_

RELATIONSHIP TO MINOR \_\_\_\_\_ DATE \_\_\_\_\_

# Physical Activity Readiness Questionnaire (PAR-Q)

## A Questionnaire for People Aged 15 to 69

Regular physical activity is fun and healthy, and increasingly more people are starting to become more active everyday. Being more active is very safe for most people. However, some people should check with their doctor before they start becoming much more physically active.

**If you are planning to become much more physically active than you are now, start by answering the seven questions in the box below. If you are between the ages of 15 and 69, the PAR-Q will tell you if you should check with your doctor before you start. If you are over 69 years of age and you are not used to being very active, check with your doctor.**

**Common sense is your best guide when you answer these questions. Please read the question carefully and answer each one honestly by checking YES or NO.**

	YES	NO
Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor?		
Do you feel pain in your chest when you do physical activity?		
In the past month, have you had chest pain when you were not doing physical activity?		
Do you lose your balance because of dizziness or do you ever lose consciousness?		
Do you have a bone or joint problem that could be made worse by a change in your physical activity?		
Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure or heart condition?		
Do you know of any other reason why you should not do physical activity?		

### If you answered yes to one or more questions

Talk with your doctor by phone or in person BEFORE you start becoming much more physically active or BEFORE you have a fitness appraisal. Tell your doctor about the PAR-Q and which questions you answered YES.

**You may be able to do any activity you want - as long as you start slowly and build up gradually. Or, you may need to restrict your activities to those which are safe for you. Talk with your doctor about the kinds of activities you wish to participate in and follow his/her advice.**

### No to all questions

If you answered NO honestly to all PAR-Q questions, you can be reasonably sure that you can:

- **Start becoming much more physically active. Begin slowly and build up gradually. This is the safest and easiest way to go.**
- Take part in a fitness appraisal. This is an excellent way to determine your basic fitness so that you can plan the best way for you to live actively.

### Delay becoming much more active:

If you are not feeling well because of a temporary illness such as cold or a fever - wait until you feel better; or if you are or may be pregnant - talk to your doctor before you start becoming more active.

*Please note: If your health changes so that you then answer YES to any of the above questions, tell your fitness or health professional. Ask whether you should change your physical activity plan.*

### Informed Use of the PAR-Q.

Gryphon Multisport Fitness assumes no liability for persons who undertake physical activity, and if in doubt after completing this questionnaire consult your doctor prior to physical activity. I have read, understood and completed this questionnaire. Any questions I had were answered to my full satisfaction.

Signature \_\_\_\_\_ Please Print \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent or GUARDIAN \_\_\_\_\_  
(for participants under the age of eighteen)

## HEALTH AND MEDICAL HISTORY FORM

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

Date of birth \_\_\_\_\_

Street address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone (home) \_\_\_\_\_ (work) \_\_\_\_\_

Email address \_\_\_\_\_ (cell phone number) \_\_\_\_\_

Emergency contact:

Name / Relationship \_\_\_\_\_ Phone \_\_\_\_\_

Physical activity should not pose any problem or hazard to the majority of people. The following questions are designed to identify the small number of adults for whom physical activity might be inappropriate or those who should seek medical advice prior to initiating a fitness program or other change in their physical activity levels.

Yes    No

- |     |     |   |
|-----|-----|---|
| ___ | ___ | 1. Are you over age 55 and/or not accustomed to vigorous exercise?  |
| ___ | ___ | 2. Have you ever been diagnosed with Type I or Type II Diabetes?  |
| ___ | ___ | 3. Do you have any reason to suspect that you might now pregnant, or have you been pregnant within the last 3 months?                                 |
| ___ | ___ | 4. Have you had any major or minor surgery in the past 3 months?  |
| ___ | ___ | 5. Have you been hospitalized in the last 2 years? If so, when and for what reason?   |
|     |     | _____   |
| ___ | ___ | 6. Are you currently, or have you in the past, ever seen a chiropractor or physical therapist for any condition? If yes, when and for what condition? |
|     |     | _____   |
| ___ | ___ | 7. Do you ever experience unexpected shortness of breath, or labored breathing, with or without pain? If yes, describe under what conditions.         |
|     |     | _____   |
| ___ | ___ | 8. Do you currently, or have you ever, experienced unexplained heart palpitations or been diagnosed with a heart murmur or irregular heartbeat?       |

Yes    No

\_\_\_    \_\_\_    9. Have you ever been diagnosed with high blood pressure? If yes, when? \_\_\_\_\_

\_\_\_    \_\_\_    10. Do you know what your blood pressure normally is? If yes, please state \_\_\_\_\_ / \_\_\_\_\_

\_\_\_    \_\_\_    11. Do you currently smoke? If yes, how many cigarettes per day? \_\_\_\_\_

\_\_\_    \_\_\_    12. Did you ever smoke? If yes, how long ago did you quit?

\_\_\_    \_\_\_    13. Is there any history of heart disease (prior to age 55) in your immediate family? If yes, explain.

\_\_\_\_\_

\_\_\_    \_\_\_    14. Do you know your cholesterol levels? If so, please state: \_\_\_\_\_

\_\_\_    \_\_\_    15. Do you receive regular annual physical exams from your primary care physician? Date of last exam:

\_\_\_\_\_

\_\_\_    \_\_\_    16. Do you have any pain, discomfort, or known current or previous injury to any of the following areas:

\_\_\_    \_\_\_    Left or right knee (circle as appropriate)

\_\_\_    \_\_\_    Left or right shoulder (circle as appropriate)

\_\_\_    \_\_\_    Left or right elbow (circle as appropriate)

\_\_\_    \_\_\_    Left or right wrist (circle as appropriate)

\_\_\_    \_\_\_    Left or right ankle (circle as appropriate)

\_\_\_    \_\_\_    Left or right hip (circle as appropriate)

\_\_\_    \_\_\_    Back or neck (circle as appropriate)

If you checked “Yes” to any of the above, please explain the nature of your pain and/or injury. Do certain activities or conditions aggravate the pain and/or injury?

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Are there any other health/medical/injury conditions that your trainer should be aware of?

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Please list any prescription medications or over-the-counter medications or supplements you currently take:

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I, \_\_\_\_\_, certify that I understand the foregoing questions and my answers are true and complete. I also understand that if this information changes in any way in the future, it is my responsibility to notify my personal trainer, and that I assume the risk for any changes in my medical condition that might affect my ability to exercise.

Before beginning a new fitness program or other significant change in your physical activity levels, you are advised to consult with your physician or primary health care provider. Only a physician or qualified health care provider is able to diagnose and prescribe treatment for specific health conditions.

I acknowledge that I have read the foregoing statements and fully understand the content thereof, and that if I choose not to consult with my physician or primary health care provider, I do so at my own risk.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Please print name

\_\_\_\_\_  
Parent or legal guardian (if participant is under age eighteen) Date