



Dragon Fitness & Coaching

Injury Liability Waiver

I (name)_____ understand that my participation in exercise programmes, classes, health and nutrition coaching or events and any related activity conducted by Allyson van de Pol, Personal Trainer & Healing Diets Practitioner is voluntary and at my own risk.

I am aware that exercise can be physically stressful and, in certain instances, can even result in injury or cause death.

The levels of exercise that I will perform will be at my own pace, based upon my cardio-respiratory (heart & lung) fitness, muscular strength and endurance.

I hereby state that I will inform the trainer of any symptoms (e.g. fatigue, shortness of breath, chest discomfort, any pain/discomfort/concern for my safety/benefit) during my participation in exercise. If I have high blood pressure, diabetes, a heart condition, an existing injury, recent surgery or if I am taking any prescribed medications that could affect my performance, I will inform the trainer prior to participating in any exercise.

- I understand that I will be given instructions on how to perform an exercise and use equipment and I will ask the trainer any questions if I do not understand.
- I was offered the opportunity to be instructed on how to perform an exercise and use equipment, however I declined because:

_____(reason)

Allyson van de Pol, Personal Trainer, will not be liable for any injuries or damage arising out of participation or use of facilities to the undersigned.

I acknowledge that I have read this document in its entirety and understand the above. I have had the opportunity to ask questions and receive answers.

Client Signature: _____ Date: _____ Print
Name: _____



Testimonial and Photo Release

I, the undersigned, hereby grant to Allyson van de Pol (Trainer) and her agents the right to use my name, biographical information, photographs, images, story and/or testimonial, in whole or in part, and without restriction as to changes or alterations. The rights granted herein shall extend in perpetuity, unless revoked in writing to Trainer by me, throughout the world and for any purpose whatsoever, including without limitation for marketing and advertising purposes of Trainer, and in any and all media, including without limitation Trainer's website. I acknowledge that Trainer has no obligation to return any photographs or images to me.

I hereby RELEASE, WAIVE and FOREVER DISCHARGE any and all claims arising out of, or in connection with, such use by Trainer, including without limitation any and all claims for libel or invasion or privacy.

I hereby warrant and represent that I am at least 18 years of age and have the right to contract in my own name. I have read the above Release and am fully familiar with the contents thereof. This Release contains the entire agreement between the parties hereto as to the subject matter contained herein.

_____ Signature _____ Printed Name

_____ Date

Signature Parent/Guardian Signature (If under age of 18) _____

Printed Name Parent/Guardian Printed Name (If under age of 18) _____ Date

Cancellations and sickness

Please be advised that a full cancellation fee will be incurred within 24 hours of cancelling a place on a class or a private session.

_____ Signature _____ Printed Name

_____ Date

Packages

When purchasing a package of personal training and group sessions, it is presumed that they will be used on a consistent and regular basis. If packages remain unused for three months or more, they expire. Presumes no prior arrangement exists. Packages are non-refundable and non-exchangeable.

_____ Signature _____ Printed Name

_____ Date

Nutrition and Health Coaching

All coaching services and communication, email or otherwise, delivered by Ally van de Pol, (your “Coach”), are meant to help you identify the areas in your life and in your thinking that may be standing in your way towards lifelong health. However, coaching is not professional mental health care or medical care. If you feel psychologically stressed to the point that it is interfering with your ability to function, please have the courage to seek the help you need in the form of a professional psychologist. Coaching may augment your therapy, but the work of coaching is meant to be done when major emotional and psychological wounds are already healing or healed. The Coach will refer you to other trusted health professionals as necessary.

In that spirit, by purchasing coaching services from your Coach, you confirm that you have read and agree to each statement and that you wish to proceed:

- I understand that the coaching services I will be receiving from my Coach are not offered as a substitute for professional mental health care or medical care and are not intended to diagnose, treat or cure any mental health or medical conditions. I also understand that my Coach is not acting as a mental health counsellor or a medical professional.
- I understand and agree that I am fully responsible for my well-being during my coaching sessions, and subsequently, including my choices and decisions.
- I understand that coaching is not a substitute for counselling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment, and I will not use it in place of any form of therapy.
- I understand that all comments and ideas offered by my Coach are solely for the purpose of aiding me in achieving my defined goals. I have the ability to give my informed consent, and hereby give such consent to my coach to assist me in achieving such goals.
- I understand that to the extent our work together involves career or business, my Coach is not promising outcomes included but not limited to increased clientele, profitability and or business success.
- I understand that my Coach will protect my information as confidential unless I state otherwise in writing. If I report child, elder abuse or neglect or threaten to harm myself or someone else, I understand that necessary actions will be taken and my confidentiality agreement limited in this capacity. Furthermore, if my Coach is ordered by a court to provide information or to testify, she will do so to the extent the law requires.
- I understand that the use of technology is not always secure and I accept the risks of confidentiality in the use of email, text, phone, Skype and other technology.
- I hereby release, waive, acquit and forever discharge my Coach, any agents, successors, assigns, personal representatives, executors, heirs and employees from every claim, suit action, demand or right to compensation for damages I may claim to have or that I may have arising out of acts or omissions by myself or by my Coach as a result of the advice given by my Coach or otherwise resulting from the coaching relationship contemplated by this agreement. I further declare and represent that no promise, inducement or agreement not expressed in this agreement has been made to me to sign this agreement. This agreement shall bind my heirs, executors, personal representatives, successors, assigns, and agents.

_____ Signature (or signature of parent if client is under 18)

_____ Printed Name

_____ Date

HNF (Health Nutrition Fitness) Twelve week package.

This package is designed to encourage you to kick start some healthy changes in your life, and from that basis the 12 week package should be taken on twelve consecutive weeks, unless a further arrangement exists.

The package can be paid for at once in advance or by three monthly instalments.

The package is non- refundable and non-exchangeable.

Terms and conditions are as per Nutrition and Health Coaching as above.

Please also note cancellation terms as above.

_____ Signature _____ Printed Name

_____ Date

COVID 19

During this pandemic, please ensure:

-you do not attend a consultation or training session if you or any of your family are feeling unwell or you have any cold or flu symptoms

-wash your hands before attending. Hand sanitizer is available on site

-please wear indoor shoes only/ clean mud off before entering the gym

-you do not attend within 14 days of travelling overseas, or if any family member has returned from overseas

_____ Signature _____ Printed Name

_____ Date

