



Just Kettlebells
117 North Center Street, Suite B
Bloomington, IL 61701
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www.justkettlebells.com



JUST KETTLEBELLS CUSTOMER SERVICE CONTRACT

I. GENERAL APPLICANT INFORMATION

Name on Contract (herein after "Customer"): _____

Date of Birth: _____

Spouse's Name (If applicable): _____

Address: _____

City / State: _____

Zip: _____

Phone: _____

Email: _____

Emergency Contact Name: _____

Emergency Contact Phone Number: _____

II. SERVICES SELECTED:

1. Private Training Sessions (1 hour sessions)

Number of Sessions (Cost):

_____ 1 (\$45) _____ 4(\$160) _____ 8 (\$300)

Total Cost: \$_____

2. Partner Training Sessions (1 hour sessions)

Number of Sessions (Cost per person):

_____ 1 (\$30) _____ 4 (\$100) _____ 8 (\$175)

Total Cost: \$_____

3. Small Group Sessions - 6 Week Program (1 hour sessions)

Level I: Kettlebell Basics: _____ \$135 for 12 sessions.

Level II: Kettlebell Training: _____ \$135 for 12 total sessions.

Kettlebell Circuit Training: _____ \$60 for 6 sessions or \$12 per class:

Total Cost: \$_____

4. Small Group Sessions: Sunday Specials – 1 class

_____ \$15 for 1 person _____ \$25 for 2

Total Cost: \$_____

5. Functional Movement Screen (included written report)

Initial FMS Screen: _____ \$50 Subsequent FMS Screens: _____ \$30

Motor Control Screen: \$_____ \$25

Posture Analysis: \$_____ 20

Total Cost: \$_____

Total Due For All Selected Services: \$_____

Payment Method:

Cash

Checking Account (Make Check Payable to "Eileen Backman")

Credit Card: Visa/MC/American Express/Discover

III. SERVICES AGREEMENT

1. Customer represents and warrants that he/she is 18 years of age or older and all facts and information set forth above (the "Application") are true, correct and complete. The Application is incorporated by reference and made a part of this Agreement.
2. Customer represents and warrants that he/she has completed the PHYSICAL ACTIVITY READINESS QUESTIONNAIRE (PAR-Q) Form and that the information set forth therein is true, correct and completed.
3. **CANCELLATION.** As provided by the Illinois Physical Fitness Services Act (815 ILCS 645/1 et seq.), Customer (or his/her legal representative) may cancel this Agreement without penalty in accordance with the following:
 - a. The contract may be cancelled by the Customer within 3 business days after the first business day after the contract is signed by the Customer, and that all monies paid pursuant to said contract shall be refunded to the Customer. For the purposes of this Section, business day shall mean any day on which the facility is open for business. A Customer purchasing a plan at a facility which has not yet opened for business at the time the contract is signed, or who does not purchase a contract at an existing facility, shall have seven calendar days in which to cancel the contract and receive a full refund of all monies paid. The Customer's rights to cancel described herein are in addition to any other contract rights or remedies provided by law;
 - b. In the event of the relocation of a Customer's residence to farther than 25 miles from the center's facilities, and upon the failure of the original center to designate a center, with comparable facilities and services within 25 miles of the Customer's new residence, which agrees to accept the original center's obligations under the contract, the Customer may cancel the contract and shall be liable for only that portion of the charges allocable to the time before reasonable evidence of such relocation is presented to the center, plus a reasonable fee if so provided in the contract, but such fee shall not exceed 10% of the unused balance, or \$50, whichever is less; and
 - c. If the Customer, because of death or disability, is unable to use or receive all services contracted for, the Customer, or his estate as the case may be, shall be liable for only that portion of the charges allocable to the time prior to death or the onset of disability. The center shall in such event have the right to require and verify reasonable evidence of such

death or disability.

3. **FEE GUARANTEE.** Customers's fees may be modified from time to time by Just Kettlebells. However, no Customer's fee change will be applicable during the initial term of this Contract (but may be effective for any renewal periods).
4. **CUSTOMER'S RESPONSIBILITY.** Customer's participation in sessions at Just Kettlebells shall be undertaken at his/her sole risk, and Just Kettlebells and/or its Manager shall not be liable for any harm, injuries or damage to me or my property, or be subject to any claim, demand, liability or damages whatsoever, including, without limitation, those resulting from acts of active or passive negligence on the part of Just Kettlebells and/or its Manager, its successors or assigns, as well as its officers and agents, for all such claims, demands, liabilities, damages, actions or causes of actions. It is specifically agreed that Just Kettlebells and/or its Manager shall not be responsible or liable for articles lost, damaged or stolen in, about or in connection with the Services provided nor for loss or damage to any other of my property, including automobiles and contents. It is also agreed that any damages to Just Kettlebells and/or its Manager, or the Club or its contents, or property or the property of any Customer by another Customer is the sole responsibility of the offending Customer. The foregoing notwithstanding, neither Just Kettlebells nor its Manager shall be relieved by this Paragraph from liability for its own gross negligence and/or willful misconduct.
7. **RULES AND REGULATIONS.** Customer acknowledges that Just Kettlebells operates under rules and regulations established for the safety, comfort and protection of Customers or other patrons and Customer agrees to abide by and be bound by all posted rules and regulations, as well as by rules and regulations subsequently approved and posted by Just Kettlebells. Rules will be posted on the wall of the training session area, and visible to the Customer. Rules and regulations of Just Kettlebells, in effect from time-to-time, are incorporated into this Agreement by reference and made a part hereof.
8. **GENERAL PROVISIONS.**
 - a. Customer acknowledges that it has been explained to him/her that this is a legally binding and enforceable Agreement
 - b. This Agreement sets forth the entire agreement between Customer and Just Kettlebells and any and all prior discussions, agreements, understandings or correspondence are hereby made null and void.

- c. This Agreement may be amended, modified or rescinded, or any rights hereunder waived, only by written agreement signed by Customer and Just Kettlebells.
- f. If any term or provision of this Agreement is found to be invalid, illegal or unenforceable, in whole or in part, the rest and remainder of this Agreement shall remain in full force and effect to the fullest extent permitted by law.

Customer hereby agree to all terms of this Agreement, intending to be legally bound hereby, and each of us has received a complete executed copy of this Agreement.

Accepted and Agreed by Customer :

(Print Name)

Signature

Date

**Accepted and Agreed by Just Kettlebells
By Eileen Backman (dba Just Kettlebells):**

Signature

Date

PAR-Q & YOU

(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 every day. 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 questions carefully and answer each one honestly: check YES or NO.

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	1. Has your doctor ever said that you have a heart condition <u>and</u> that you should only do physical activity recommended by a doctor?
<input type="checkbox"/>	<input type="checkbox"/>	2. Do you feel pain in your chest when you do physical activity?
<input type="checkbox"/>	<input type="checkbox"/>	3. In the past month, have you had chest pain when you were not doing physical activity?
<input type="checkbox"/>	<input type="checkbox"/>	4. Do you lose your balance because of dizziness or do you ever lose consciousness?
<input type="checkbox"/>	<input type="checkbox"/>	5. Do you have a bone or joint problem (for example, back, knee or hip) that could be made worse by a change in your physical activity?
<input type="checkbox"/>	<input type="checkbox"/>	6. Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure or heart condition?
<input type="checkbox"/>	<input type="checkbox"/>	7. Do you know of <u>any other reason</u> 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.
- Find out which community programs are safe and helpful for you.

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. It is also highly recommended that you have your blood pressure evaluated. If your reading is over 144/94, talk with your doctor before you start becoming much more physically active.

DELAY BECOMING MUCH MORE ACTIVE:

- if you are not feeling well because of a temporary illness such as a 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: The Canadian Society for Exercise Physiology, Health Canada, and their agents assume no liability for persons who undertake physical activity, and if in doubt after completing this questionnaire, consult your doctor prior to physical activity.

No changes permitted. You are encouraged to photocopy the PAR-Q but only if you use the entire form.

NOTE: If the PAR-Q is being given to a person before he or she participates in a physical activity program or a fitness appraisal, this section may be used for legal or administrative purposes.

"I have read, understood and completed this questionnaire. Any questions I had were answered to my full satisfaction."

NAME _____

SIGNATURE _____

DATE _____

SIGNATURE OF PARENT _____

WITNESS _____

or GUARDIAN (for participants under the age of majority)

Note: This physical activity clearance is valid for a maximum of 12 months from the date it is completed and becomes invalid if your condition changes so that you would answer YES to any of the seven questions.

Kettlebell Training Class Safety Rules

1. Always be aware of your surroundings. Clear your area of any item you could trip over. Keep proper distance from other class members.
2. Don't Contest Space with a Kettlebell. Don't try to save a rep that has gone wrong. Make sure you have space to drop the kettlebell if you need to abort a move.
3. Training barefoot is best. Or you can wear shoes with flat thin sole with room for the toes to spread.
4. Practice Safety Measures at ALL TIMES: Don't do anything with a lighter kettlebell that you would not do with a 100 pound kettlebell. Always use proper form.
5. Focus on quality not quantity. Reps are not the end goal. Do not work until your are fatigued or out of breath. Fatigue compromises proper form.
7. Keep moving once your heart rate is high.
8. Don't put your spine into flexion during or after training. Keep good form and posture between moves – including when you set the kettlebell down.
9. Build up training gradually. Do not start with a heavy bell. Own the movement first. Do not load bad form.
10. Take care of your hands. Kettlebell training causes calluses to build up on your hands – need to keep hands groomed so they do not tear. Pumice stone, moisturize daily.
11. Recommend clearance by doctor to participate in kettlebell training – in particular if student has a heart condition or orthopedic issues. Students should make instructor aware of all such issues.

