



Just Kettlebells
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JUST KETTLEBELLS CUSTOMER SERVICE CONTRACT ONLINE PERSONAL TRAINING

I. GENERAL APPLICANT INFORMATION

Name on Contract (herein after "Customer"): _____
Date of Birth: _____
Address: _____
City / State: _____ Zip: _____
Phone: _____
Email: _____
Emergency Contact Name: _____ Phone Number: _____

II. SERVICE REQUESTED (Select one option under A or B)

A. SKYPE SESSIONS:

Description: 30 minute private sessions conducted over Skype at times to be scheduled in advance. Includes weekly written programming (if requested).
____ 1 session per week + programming: \$25 for ____ weeks
____ 2 sessions per week + programming: \$40 for ____ weeks

B. VIDEO TRAINING

Description: Instructor will provide weekly programming and request video submissions of portions of training sessions (to be uploaded to secure web location). In addition, student will submit weekly feedback by email on their progress, difficulties, questions etc., to which instructor will respond and utilize in further programming

____ Once Per week (programming and video review):
\$ 20 per week for ____ weeks
____ Once every two weeks (programming and video review):
\$ 30 per 2 weeks for ____ weeks

III. PRIOR KETTLEBELL EXPERIENCE

___ Training On Own ___ Months
___ Training with Non-SFG Instructor (eg, Crossfit) ___ Months
___ Training with SFG Instructor ___ Months

IV. EQUIPMENT AVAILABLE

Kettlebells: List Bell Weight and Number of Bells:

V. PERSONAL GOALS

Overall Goal:

Goals re Specific Kettlebell Movements (fill in all that apply)

Movement	Learn Movement	Improve Movement (List Current Bell Size)	Increase Strength (List Goal Bell Size)
Deadlift			
2 Hand Swing			
1 Hand Swing			
Turkish Get-up			
Clean			
Snatch			
Military Press			
Goblet Squat			
Front Squat			
Double Kettlebell Movement			
Other:			

VI. 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

