

INFORMED CONSENT

INFORMED CONSENT FOR PARTICIPATION IN A VIRTUAL HEALTH AND FITNESS TRAINING PROGRAM

I, _____, acknowledge that in consenting to having Personal Training Services with Sara Odersky - Aspire to Move communicate with and/or provide services through telehealth (videoconferencing and/or telephone).

I am aware of the following:

1. Risks of using electronic communication

- While the Service Provider will use reasonable means to protect the security and confidentiality of information sent and received using electronic communications, because of the risks outlined below, the Service Provider cannot guarantee the security and confidentiality of electronic communications:
- Use of electronic communications to discuss sensitive information can increase the risk of such information being disclosed to third parties.
- Despite reasonable efforts to protect the privacy and security of electronic communication, it is not possible to completely secure the information.
- Employers and online services may have a legal right to inspect and keep electronic communications that pass through their system.
- Electronic communications can introduce malware into a computer system, and potentially damage or disrupt the computer, networks, and security settings.
- Electronic communications are subject to disruptions beyond the control of the Service Provider that may prevent the Service Provider from being able to provide services
- Electronic communications can be forwarded, intercepted, circulated, stored, or even changed without the knowledge or permission of the Service Provider or the patient. Even after the sender and recipient have deleted copies of electronic communications, back-up copies may exist on a computer system.
- Electronic communications may be disclosed in accordance with a duty to report or a court order.
- Videoconferencing using no cost, publicly available services may be more open to interception than other forms of videoconferencing.
- There may be limitations in the services that can be provided through electronic communications, dependent on the means of electronic communications being utilized
- Email, text messages, and instant messages can more easily be misdirected, resulting in increased risk of being received by unintended and unknown recipients.
- Email, text messages, and instant messages can be easier to falsify than

handwritten or signed hard copies. It is not feasible to verify the true identity of the sender, or to ensure that only the recipient can read the message once it has been sent.

2. Conditions of Using Electronic Communications

- While the Service Provider will endeavor to review electronic communications in a timely manner, the Service Provider cannot provide a timeline as to when communications will be reviewed and responded to.
- Electronic communications will not and should not be used for medical emergencies or other time sensitive matters.
- Electronic communication may not be an appropriate substitute for some services that the Service Provider offers.
- Electronic communications may be copied or recorded in full or in part and made part of your clinical chart. Other individuals authorized to access your clinical chart, such as staff and billing personnel, may have access to those communications.
- The Service Provider may forward electronic communications to staff and those involved in the delivery and administration of your care. The Service Provider will not forward electronic communications to third parties, including family members, without your prior written consent, except as authorized or required by law
- If the Patient no longer consents to the use of electronic communications by the Service Provider, then the Patient will provide notice of the withdrawal of consent by email or other written communication.

Acknowledgement and Agreement

I acknowledge that I have read and fully understand the risks, limitations, conditions of use, and instructions for use of the selected electronic communications as described above. I understand and accept the risks outlined above to this consent form, associated with the use of the electronic communications with the Service Provider and the Service Provider's staff. I consent to the conditions and will follow the instructions outlined above, as well as any other conditions that the Service Provider may impose regarding electronic communications with patients. I acknowledge and agree to communicate with the Service Provider or the Service Provider's staff using these electronic communications with a full understanding of the risks in doing so.

I confirm that any questions that I had regarding the provision of healthcare services through electronic communications have been answered by the Service Provider.

Initial: _____

3. PURPOSE AND EXPLANATION OF PROCEDURE

I hereby consent to voluntarily engage in an acceptable plan of personal fitness training. I also give consent to be placed in personal fitness training program activities which are recommended to me for improvement of dietary counseling, stress management, and health/fitness education activities. The levels of exercise I perform will be based upon my cardiorespiratory (heart and lungs) and muscular fitness. I understand that I may be required to undergo a graded exercise test prior to the start of my personal fitness training program in order to evaluate and assess my present level of fitness.

I will be given exact personal instructions regarding the amount and kind of exercise I should do. A professionally trained personal fitness trainer will provide leadership to direct my activities, monitor my performance, and otherwise evaluate my effort. Depending upon my health status, I may or may not be required to have my blood pressure and heart rate evaluated during these sessions to regulate my exercise within desired limits. I understand that I am expected to attend every session and to follow staff instructions with regard to exercise, stress management, and other health and fitness regarded programs. If I am taking prescribed medications, I have already informed the program trainer and further agree to inform them promptly of any changes which my doctor or I have made with regard to use of these. I will be given the opportunity for periodic assessment and evaluation at regular intervals after the start of the program.

I have been informed that during my participation in the above described personal fitness training program, I will be asked to complete the physical activities unless symptoms such as fatigue, shortness of breath, chest discomfort or similar occurrences appear. At this point, I have been advised that it is my complete right to decrease or stop exercise and that it is my obligation to inform the personal fitness training program personnel of my symptoms, should any develop.

I understand that during the performance of exercise, a personal fitness trainer may monitor my performance virtually through scheduled sessions via heart rate or rate of perceived exertion, and I may be recommended to independently perform exercises without the supervision of my trainer. I also understand that the personal fitness trainer may reduce or stop my exercise program when any of these findings so indicate that this should be done for my safety and benefit.

Initial: _____

4. RISKS

It is my understanding and I have been informed that there exists the remote possibility during exercise of adverse changes including, but not limited to, abnormal blood pressure, fainting, dizziness, disorders of heart rhythm, and in very rare instances heart attack, stroke, or even death. I further understand and I have been informed that there exists the risk of bodily injury including, but not limited to, injuries to the muscles, ligaments, tendons, and joints of the body. Every effort, I have been told, will be made to minimize these occurrences by proper staff assessments of my condition before each personal fitness training session, staff supervision during exercise and by my own careful control of exercise efforts. I fully understand the risks associated with exercise, including the risk of bodily injury, heart attack, stroke or even death, but knowing these risks, it is my desire to participate as herein indicated.

You expressly agree to release and discharge the trainer from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the trainer for personal injury, property damage, or negligence.

Initial: _____

3. BENEFITS TO BE EXPECTED

I understand that this program may or may not benefit my physical fitness or general health. I recognize that involvement in the personal fitness training sessions will allow me to learn proper ways to perform conditioning exercises, use fitness equipment and regulate physical effort. These experiences should benefit me by indicating how my physical limitations may affect my ability to perform various physical activities. I further understand that if I closely follow the program instructions, that I will likely improve my exercise capacity and fitness level.

Initial: _____

4. CONFIDENTIALITY AND USE OF INFORMATION

I have been informed that the information which is obtained in this personal fitness training program will be treated as privileged and confidential and will consequently not be released or revealed to any person, to the use of any information which is not personally identifiable with me for research and statistical purposes so long as same does not identify my person or

provide facts which could lead to my identification. Any other information obtained, however, will be used only by the program staff to evaluate my exercise status or needs.

Initial: _____

5. INQUIRIES AND FREEDOM OF CONSENT

I have been given an opportunity to ask questions as to the procedures.

I have read this Informed Consent form, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily, without inducement.

----- Client Name (PRINTED)	----- Client Signature	----- Date:
----- Parent/Guardian Name (PRINTED)	----- Parent/Guardian Signature	----- Date:
----- Witness (PRINTED)	----- Witness Signature	----- Date: