

Sylvia Lavelle

CLIENT NAME:

DATE:

****THIS CONFIDENTIAL HEALTH HISTORY QUESTIONNAIRE IS YOUR OPPORTUNITY TO PROVIDE IMPORTANT INFORMATION THAT WILL ASSIST ME IN EVALUATING YOUR CURRENT LEVEL OF HEALTH AND FITNESS. I WILL MAINTAIN THIS FORM, AND THE INFORMATION YOU PROVIDE, IN A MANNER THAT ENSURES YOUR CONFIDENTIALITY. ANY INFORMATION YOU PROVIDE WILL BE AVAILABLE ONLY TO ME AND POSSIBLY ANY COACHING STAFF AND WILL BE USED SOLELY IN CONJUNCTION WITH PLANNING AND DEVELOPING HEALTH AND FITNESS PROGRAMS.**

THIS FORM WILL REMAIN ON FILE FOR THE DURATION OF YOUR COACHING PROGRAM. A COPY CAN BE GIVEN TO YOU FOR YOUR RECORDS UPON REQUEST.

THIS FORM CAN ONLY BE RELEASED TO A THIRD PARTY WITH YOUR EXPRESSED WRITTEN CONSENT.

IF ANY OF THE INFORMATION FOUND IN THIS FORM BECOMES OBSOLETE, YOU SHOULD NOTIFY ME IMMEDIATELY SO THAT YOUR RECORDS CAN BE UPDATED AND/OR CORRECTED.

THE INFORMATION I HAVE SUBMITTED ON THIS HEALTH HISTORY QUESTIONNAIRE IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE, AND I UNDERSTAND THAT ANY WRONG OR INCOMPLETE INFORMATION COULD RESULT IN A LESS EFFECTIVE FITNESS COACHING PROGRAM, INJURY, ILLNESS OR DEATH.



CONFIDENTIALITY AGREEMENT

It is understood and agreed to that the **Discloser** (Sylvia Favela) and the **Recipient** (Participant) would like to exchange certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

Participant: (Print Name)

1. The confidential information to be disclosed by Discloser under this Agreement ("Confidential Information") can be described as and includes:

All exercise and training programs/advice; diet and nutritional programs/advice; vitamin, mineral and/or supplementation information relating to Discloser's proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

In addition to the above, Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by Discloser in writing or verbally, and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Discloser in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to Recipient within thirty (30) days of the disclosure.

2. Recipient shall use the Confidential Information only for the purpose of **personal use**.

3. Recipient shall not disclose Confidential Information within Her own organization to colleagues, family, friends, partners, members and/or employees. Recipient shall not disclose, or permit to be disclosed, Confidential Information via the internet in any manner, including forum journals, web blogs, personal websites or commercial websites, through literary publications, or otherwise, to any person or entity except as otherwise set forth herein. Recipient shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity), for personal profit or gain, without the prior written consent of Discloser. Recipient shall have satisfied its obligations under this

paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations or use of the Confidential Information.

4. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser; or (e) is independently developed by Recipient.

5. Discloser warrants that he has the right to make the disclosures under this Agreement.

6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 1. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

7. Under this Agreement to purchase or acquire any related service, advice or other intangibles from a third party is prohibited. Discloser may, at his sole discretion, using his own information, terminate or modify contract with no reimbursement to recipient at any time. Furthermore, both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.

8. Disclaimer shall not be liable in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party's decision to use or rely on any information exchanged under this Agreement.

9. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that Discloser shall have adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.

10. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by both parties. This Agreement is made under and shall be construed according to the

laws of San Bernardino County, California. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the City of Chino Hills, California. County of San Bernardino.

11. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information:

Name:

Address:

City:

Province/State:

Postal code/zip code:

Signature:

Date:

Discloser of Confidential Information:

Name: Sylvia Favela or 360Pilates/Sylvia Favela Inc.

Address: 4195 Chino Hills Pkwy #249

City, State, ZIP code: Chino Hills, CA 91709

Signature:

Date:



HEALTH QUESTIONNAIRE

Please provide as much information as possible. I am not a physician and I can not diagnose or treat any of these issues. This information will give me insight into your programming.

CHECK ANY AND ALL THAT APPLY:

HEART DISEASE
SEVER SHORTNESS OF BREATH
HEART ATTACK
DIABETES
HEART MURMURS OR FLUTTERS
CANCER (ANY TYPE)
IRREGULAR HEARTBEATS
ARTHRITIS
ANOREXIA / BULIMIA
STROKE
EPILEPSY / SEIZURE DISORDER
THYROID OR OTHER METABOLIC ORDER
KIDNEY DISEASE
DIAGNOSED HYPOGLYCEMIA
ULCERS
DIAGNOSED HYPERGLYCEMIA
FREQUENT LIGHTHEADEDNESS
FAINTING
CIRCULATORY DISORDERS JOINT, TENDON OR MUSVULAR PAIN
VARICOSE VEINS
HERNIA
ANEMIA
FREQUENT OR SEVERSE BACK PAIN
HEPATITIS
CLINICAL DEPRESSION
LUNG DISEASE (ASTHMA, EMPHYSEMA)
MIGRAINE HEADACHES
BRONCHITIS
BLURRY VISION

OTHER CONDITIONS NOT LISTED ABOVE:

HAVE YOU BEEN PREGNANT IN THE LAST 12 MONTHS ARE YOU CURRENTLY PREGNANT?

YES NO

HAVE YOU HAD ANY TYPE OF SURGERY IN THE LAST 12 MONTHS?

YES NO

IF YES, PLEASE BE SPECIFIC:

ARE YOU CURRENTLY TAKING MEDICATIONS, INCLUDING ANY OF THE FOLLOWING:

YES NO

PRESCRIPTIONS, PSYCHOTROPICS, NUTRITIONAL SUPPLEMENTS, VITAMINS/MINERALS, ETC.?

ARE YOU CURRENTLY A SMOKER? YES NO

HAVE YOU SMOKED IN THE PAST SIX MONTHS? YES NO

DO YOU USE SMOKELESS OR CHEWING TOBACCO? YES NO

DO YOU HAVE MORE THAN 3-5 ALCOHOLIC DRINKS PER WEEK? YES NO
IF YES, HOW MANY?

ARE THERE ANY OTHER MEDICAL CONDITIONS OR CONCERNS NOT LISTED THAT SHOULD BE DISCUSSED? YES NO



NUTRITIONAL QUESTIONNAIRE

1. Age:
2. Height:
3. Current weight:
4. Current measurements:
Arm (around bicep) Left: Right:
Chest:
Waist: (smallest point):
Lower Abdomen (1 inch belly button):
Hips (widest point around):
Thighs (6 inches above top of knee) Left: Right:
5. What time do you normally wake up?
6. What time do you typically go to bed?
7. What are your short-term physique goals?
8. What are your long-term physique goals?
9. Do you have any food allergies?
10. Are there any foods that you dislike or can't tolerate?
11. What are your most favorite 'Go To' foods? (General list)
12. I will need to view a food log for 3 days (2 typical weekdays and 1 weekend). The best way to do this is to use the app: My Fitness Pal and share it with me. Alternatively, you can create a document such as Google Doc or Spreadsheet and share with me. Or you can put it in a regular word document or excel spreadsheet and email it to me.



AGREEMENT FOR SERVICES CONTRACT

This Contract Agreement is in effect as of _____ (mm/dd/yy)

It will terminate as of _____ (mm/dd/yy)

This agreement is between the following parties:

Client:
Name:
Address:
City:
State/Province:
Zip/Postal Code:

AND

Consultant:
Name: Sylvia Favela of 360Pilates/Sylvia Favela Inc.
Address: 4195 Chino Hills Pkwy #249
City/State/Zip: Chino Hills, CA 91709

The parties agree as follows:

1. **Services.** SF (The "Consultant") will provide services (the "Services") to the client as specified in Schedule A in this Contract.
2. **Fees.** The Client will pay the consultant the mutually agreed upon fees (the "Fees") and specified in Schedule B in this Contract.
3. **Expenses.** The client is liable for expenses incurred by the Consultants in providing the Services such as travel and accommodations expenses for Consultants if Services are required at a location other than the residing city of the Consultants.
4. **Payment.** All payment for Services offered by the Consultants will be paid in full by the Client on or before the Due Date(s) as agreed upon by both parties.
5. **Term.** This Agreement will be in effect until the Services are completed, unless ended earlier as specified in Termination clauses by either party, or if both parties agree to continue services for a continued length of time.
6. **Termination by the Client.** The Client may end this Agreement for any reason and at any time by giving written notice to the Consultants with the understanding

that all Fees are still due as outlined in Schedule B in this Contract and any fees already paid are non refundable.

7. Termination by the Consultant. The Consultant may end this Contract if:
a. The Client fails to pay any amounts owing to the Consultants by the Due Date (s), or
b. The Client breaches any other fundamental obligation in this Contract or the Confidentiality Agreement at any time during the specified Term of the Services.

8. Effect of Termination. If this Agreement ends prematurely for any reason: a. The client will immediately deliver to the Consultants any and all material in His/Her possession that includes any written work detailing the services provided and defined in the 'Consultants' Confidentiality Agreement.

9. Consultant Obligations. a. The Consultant will perform the Services in a competent and professional manner. The Consultant represents that she has the skills and qualifications necessary to provide the Services however the Client understands that the Consultant can not guarantee that the Client will accomplish the goals established by themselves. b. In the performance of this Contract, the Consultant will not breach any other agreement entered into by the Consultant.

10. Client's Obligations. a. The Client will provide the Consultant with all background information requested by the Consultant, including appropriate medical history, digital pictures, or feedback, which may be necessary to prepare, formulate and perform the Services for Client.
b. The Client expressly warrants and affirms to the Consultant that she has obtained appropriate medical clearance to participate in the diet, exercise and training programs as part of the Services.
c. The Client agrees that she shall user her best efforts to comply with the diets, programs, schedules and recommendations prepared by the Consultant as part of the Services.
d. The Client agrees to follow all changes and advice from the Consultant and not allow herself to be swayed by outside sources.

11. Entire Agreement. This Agreement contains the whole agreement between the Client and the Consultant, and there are no warranties, representations, terms, conditions or collateral agreements – express, implied or statutory – other than as expressly set out in this Agreement.

12. Governing Law and Courts. This Agreement will be governed by the laws in effect in the County of San Bernardino, City of Chino Hills, California and the parties submit to the exclusive jurisdiction of the courts of San Bernardino County.

Client:

Date:

SCHEDULE A - Description of Services.

All fees paid in advanced. Services offered by the Consultant within this Agreement include:

1. Initial 6 Week Private Coaching:

- (i) Personalized meal and exercise plan
- (ii) Access to 360Pilates membership site and all assets within the program (including scheduled meal plans, workout plans, recipes, access to group coaching private group)
- (iii) Email and text support as needed
- (iv) Weekly 30 minute coaching call via zoom (video call)
- (v) Feedback and recommendations based on emailed digital pictures received from Client.

SCHEDULE B – (Recurring) Description of Services.

All fees paid in advanced. Services offered by the Consultant within this Agreement include:

- (i) Each additional 6 week plan (unbroken service continuing client)
- (ii) Initial 6 Week Private Coaching Plan to include all services as explained in SCHEDULE A above.

Sylvia Laveh

**PLEASE PRINT THIS PAGE
SIGN AND SEND TO ME (SCAN OR PHOTO)**

Authorization for all digital forms sent electronically:
(Confidentiality Agreement, Agreement for Service, Health & Nutrition
Questionnaire)

Client Name: _____

Signature: _____

Date: _____

