

### Release of Liability

Please read this form carefully and be aware that, in signing up and participating in any "Elite Concepts Physical Therapy and Performance" (ECPT) program or service (includes physical therapy, wellness, personal training), you will be waiving and releasing all claims for injuries, arising out of this program or service, even the slight possibility of death, that you may sustain. The terms "I," "me," and "my" also refer to parents or guardians as well as the participant(s) in the program. In registering for the program or service, you agree to the following:

As a participant in the program or service, I recognize and acknowledge that there are certain risks of physical injury, and I agree to assume the full risk of any injuries, damages or loss which I may sustain as a result of participating, in any manner, in any and all activities connected with or associated with such a program. I further recognize and acknowledge that all athletic activities involving strenuous exertion or potential body contact are hazardous recreational activities and involve substantial risks of injury.

I agree to waive and relinquish any and all claims that I may have as a result of participating in the program or service against ECPT, any and all other participating or cooperating entities, any and all contractors and employees of those entities, and any and all other persons and entities, of whatever nature, that might be directly or indirectly liable for any injuries that I might sustain while participating in the program or service (The parties described in the preceding sentence are referred to as "released parties" in the remainder of the Agreement).

I do hereby fully release and discharge ECPT and the other released parties from any and all claims for injuries, including death, damage or loss which I may have or which may accrue to me on account of my participation in the program or service.

I further agree to indemnify, hold harmless and defend ECPT, and any and all other released parties, from any and all claims resulting from injuries, damages and losses sustained by anyone, and arising out of, connected with, or in any way associated with my conduct and the activities of the service or program.

I further understand and agree that the terms such as "participation," "program," "activities," and "services" referred to in this Agreement, include all exercises and physical movements of any nature while I am participating in the program, and further include the provision of or failure to provide proper instructions or supervision, the use and adjustment of any and all machinery, equipment, and apparatus, and anything related to my use of the services, facilities, or premises involved in the program.

I understand the nature of the service for which I am registering, and have read and fully understand this Waiver, Release and Hold Harmless Agreement. I further understand that any advisements or warnings of the particular risks of this program or service that I subsequently receive will be incorporated by reference into and become a part of this Agreement.

Name of Participant: \_\_\_\_\_

Signature of Participant/Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

### Privacy and Informed Consent

I understand that Elite Concepts Physical Therapy and Performance will maintain my privacy to the highest standards and may use or disclose my personal health information for the purposes of carrying out treatment, obtaining payment, evaluating the quality of services provided and any administrative operations related to treatment or payment.

I do hereby agree and give my consent for Elite Concepts Physical Therapy and performance to furnish care and treatment that is considered necessary and proper in the diagnosing or treating of my physical condition.

I understand that I retain the right to revoke this consent by notifying the practice in writing at any time.

I hereby certify that all the above information is true to the best of my knowledge.

Name of Participant: \_\_\_\_\_

Signature of Participant/Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_