



Waiver and Release

I acknowledge that by signing this document, I am releasing Beyond Exercise LLC (“Beyond Exercise”), and its respective owners, affiliates, coaches, officers, employees, instructors, agents and sponsors (collectively, the “Releasees”) from liability as provided below.

PLEASE READ THIS PARTICIPANT RELEASE, WAIVER, AND INDEMNIFICATION AGREEMENT (THE “AGREEMENT”) CAREFULLY BEFORE SIGNING. THIS WAIVER AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING A FUTURE LAWSUIT.

In consideration of my participation in the activity or activities involving Beyond Exercise, and occurring at Beyond Exercise’s places of business or elsewhere, including, but not limited to: physical therapy, massage, nutrition counseling, running groups, and running assessments, use of the Alter-G treadmill, training camps, performance tests, nutrition assessments and counseling, strength training (individual, group, and in open-gym situations), Pilates, yoga, swimming, and/or cycling as the case may be (individually an “Activity”), I hereby freely agree to and make the following contractual representations and agreements:

I acknowledge that all activities are inherently dangerous. I fully realize the dangers of participating in an Activity and fully assume the risks associated with such participation including, by way of example and not limitation, the dangers arising from surface hazards, equipment failure, inadequate safety equipment, the Releasees’ own negligence, and weather conditions. I acknowledge that my participation in the Activity may also be dangerous and fully assume the risks associated with such participation in the Activity, including the possibility of serious physical and/or mental trauma, adverse health incidents, property damage, injury or death.

Healthcare Services & Wellness Services:

I hereby consent to the evaluation and treatment by Beyond Exercise, LLC. I am aware that it is my right to accept or refuse any treatment/services offered to me. I acknowledge and understand that no guarantee has been made to me as to the results that may be obtained from such treatment/services. I understand that I will have the right to refuse to continue treatment/services at any time.

In consideration of my participation in the programs/treatment with Beyond Exercise, LLC I hereby waive for myself and on behalf of my heirs, executors and assigns, all claims of any nature arising from my participation in any programs/treatments, and do hereby release Beyond Exercise, LLC its employees and agents, from any claims whatsoever arising from such participation. I agree to abide by all the rules for participants, and I understand the risks of such participation.

The undersigned agrees that full payment is expected at the time of services rendered. I understand that Beyond Exercise, LLC **does not** participate with any insurance companies directly and that any physical therapy services provided will not be billed to insurance companies by Beyond Exercise, LLC. I understand that if I would

like my insurance company to pay for the physical therapy services provided by Beyond Exercise, LLC I will be responsible for seeking reimbursement myself. I understand that it is not guaranteed that the services provided will be reimbursed by my medical insurance company. I am aware that fees for services provided by Beyond Exercise, LLC are subject to change without notice.

HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Health Insurance Portability and Accountability Act (HIPAA) provides safeguards to protect your privacy. Implementation of HIPAA requirements officially began on April 14, 2003. Specifically, there are rules and restrictions on who may see or be notified of your Protected Health Information (PHI). These restrictions do not include the normal interchange of information necessary to provide you with office services. HIPAA provides certain rights and protections to you as the patient. We balance these needs with our goal of providing you with quality professional service and care. A complete version of our privacy practices is available on our website. More information on HIPAA can be found at www.hhs.gov.

Fitness:

I certify that I am physically fit, have sufficiently trained for participation in strenuous physical activities, and have not been advised otherwise by a qualified medical person, or that I have been cleared by a physician or other medical professional to participate in this specific Activity. I understand that it is my responsibility to reduce the intensity or stop exercise when I deem it necessary. While completing the Activity, I agree to follow and obey all traffic signals, postings, and laws known and unknown to me at the time of my participation in the Activity.

For myself, my heirs, executors, administrators, legal representatives, assignees and successors in interest (collectively, "Successors"), I hereby waive, release, discharge, hold harmless, and promise to indemnify and not to sue the Releasees from any and all rights and claims (including claims arising from the Releasees' own negligence), which I have, known or unknown, or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in the Activity, or travel to or return from any such Activity.

I understand and agree that situations may arise during the course of the Activity that are beyond the immediate control of Beyond Exercise, or any of the Releasees, and I must not continually engage in the Activity so as to either endanger others or myself. I accept responsibility for the condition and adequacy of my equipment. I have no physical or mental conditions, which, to my knowledge, would endanger others or myself if I participate in the Activity.

In the event of a medical emergency, I authorize Beyond Exercise or any of the Releasees to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for my immediate care, and I agree that I will be solely responsible for payment of any and all such medical treatment. I certify that I carry paid up health and accident insurance coverage that will be in effect during the Activity.



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I agree for myself and my Successors that the above representations and agreements are contractually binding and are not mere recitals and that should I or my Successors assert any claim in contravention of this Agreement, the asserting party shall be liable for the expenses (including reasonable legal fees and costs) incurred by the other party or parties in defending, unless the other party (or parties) are finally adjudged liable on such claim for willful and wanton negligence.

This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any subsequent waiver or modification. Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

I grant permission to beyond exercise to use any photographs, motion pictures, recordings, or any other record of this Activity for any legitimate purpose.

This agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable laws within the state of Ohio.

I HAVE FULLY READ THIS AGREEMENT AND UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS. BY ACCEPTING THIS AGREEMENT, MY ABILITY TO BRING A FUTURE LAWSUIT RELATED TO MY PARTICIPATION IN BEYOND EXERCISE'S SERVICES WILL BE LIMITED OR ELIMINATED.

Client Name

Print: _____

Signature: _____

Date: _____

If participant is under 18 years of age:

Legal Guardian Name: _____

Signature: _____

Date: _____

Emergency Contact Information:

Name: _____ Relationship: _____

Phone #: _____