



Liability Waiver

I, _____ agree with the following statements.

VOLUNTARY ENROLLMENT

I the undersigned participant or parent/guardian ("releaser"), acknowledge that I have voluntarily enrolled myself and/or child (Individually or collectively the "participant") in a program of strenuous physical activity, which may include, but not limited to, such activities as weight training, aerobic machinery exercises, sport-specific drill work and agility/speed training (the training program) offered at Spine & Sport Physical Therapy (Spine & Sport) and Sport Courts Fitness (SC).

ASSUMPTION OF RISK

Participant is aware that the training program and /or use of Spine & Sport/SC facilities may involve activities that may be considered strenuous. Participant understands that it is his/her responsibility to obtain a physical examination from a medical doctor to determine his/her present medical condition prior to beginning the training program or activity. Participant hereby agrees to accept any and all risk of injury, including death to Participant relating to the training program or use of Spine & Sport/SC facilities.

RELEASE

As consideration for being permitted by Spine & Sport/SC to participate in the training program and use of facilities, I hereby agree that I, my assignees, heirs, distributes, guardians, and legal representatives or my enrolled child or such enrolled child's assignees, heirs, distributes, guardians, and legal representatives, will not make a claim against, sue, or attach the property of Spine & Sport/SC and any of its affiliated organizations for injury or damage resulting from negligence or other acts, howsoever caused, by any employee, agent, or contractor of Spine & Sport/SC or any of its affiliated organizations as a result of participation in any of the training program. I hereby release Spine & Sport and any of its organizations, its employees, and agents of all actions, claims, or demands that I, my assignees, heirs, distributes, guardians, and legal representatives, or that of my enrolled child or such enrolled child's assignees, heirs, distributes, guardians, and legal representatives, now have or may hereafter have injury or damage resulting from my or my enrolled child's participation in any of Spine & Sport/SC programs. I further understand that Spine & Sport/SC does not manufacture any of the equipment on its premises, but purchases and/or leases the equipment from third parties. As such, I understand and acknowledge that Spine & Sport/SC is providing recreational services and may not be held liable for defective products.

COMPLIANCE WITH RULES

Participant agrees that he/she will abide by all rules and regulations regarding any of the programs that may be established by Spine & Sport/SC or its agents. Participant understands and agrees that if Spine & Sport/SC or any of its agents determines the participant has violated any of the Spine & Sport/SC rules or regulations, participant may immediately be discharged from any of the programs and Spine & Sport/SC facilities without a reimbursement for any payment to Spine & Sport/SC.

KNOWING AND VOLUNTARY EXECUTION

Participant has carefully read this agreement and fully understands its contents. Participant is aware that this is a release of liability and constitutes a contract between participant and Spine & Sport/SC and/or its affiliated organizations and executes it voluntarily. This constitutes the entire agreement between participant and Spine & Sport/SC regarding the subjects contained in this agreement, including assumption of risk, release of liability, and compliance with Spine & Sport/SC rules and regulations. This agreement may only be amended in writing, signed by participant and an executive officer of Spine & Sport/SC.

Signature: _____ Date: _____