

FIT Colorado Physical Therapy PLLC. ASSUMPTION OF RISK; WAIVER; and LIABILITY RELEASE (the "Agreement")

ADULT WAIVER

THIS IS A LIABILITY RELEASE. BY AFFIRMATIVELY AGREEING TO IT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS AND ARE COMPLETELY RELEASING POTENTIAL CLAIMS. PLEASE READ IT CAREFULLY.

In consideration for the opportunity to participate in physical training at FIT Colorado Physical Therapy including, without limitation, use of any equipment, any related competitions, tests, promotional events, workouts, demonstrations, instruction, or ceremonies ("Physical Training"), whether manufactured, conducted, owned, leased, organized, operated, managed, supported or sponsored by or on behalf of FIT Colorado Physical Therapy; and each of their respective officers, directors, agents, assistants, contractors, volunteers, staff, trainers, coaches, representatives, guests and employees, the building in which the gym is located and its owners and operators (address, Colorado Physical Therapy, Colorado), ("Released Parties") or any other venue, location or equipment used in or with any part of the Physical Training (collectively, the "Venue"), with or without supervision, and whether such activities take place at the Venue or otherwise, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, (the "Participant"), and if such Participant is under 18 years of age, then also the parent or legal guardian of such Participant, for myself, my spouse (or partner), my heirs, any guardian ad litem for my heirs, executors, successors in interest, guardians, legal representatives, assigns, administrators, and insurers (the "Releasers"), agree as follows:

1. Dangerous Activity: I know that Physical Training involves danger and risk, and that the risk of injury from it is significant. These risks include, but are not limited to property damage, strains and sprains, topical injuries, skeletal injuries, musculoskeletal injuries, cardiovascular injuries, cardiovascular trauma, neurological impairment, heart attack, stroke, paralysis, other serious personal injuries, and even death. I understand that injuries and harm may result from Physical Training due to working with and around weightlifting equipment and apparatus, climbing ropes, gymnastic rings, pull-up rigs, stationary bikes, stationary rowers, walls, floors, and structure of the Venue (inside and outside), and other fitness and sports equipment and machinery from a variety of causes, including the acts or omissions of other persons, weather, ice, snow, rain, ground and environmental conditions and other causes not necessarily predictable or within anyone's control. Serious injury or death could result from falls, improper use or failure of equipment, and/or negligence on the part of myself, other people around me, and/or the Released Parties.

I also understand that there is some evidence that Physical Training, in some instances, can increase the risk for or cause a condition called exertional rhabdomyolysis. Following workouts I should look for signs of excessive soreness, darkened urine and pain in the kidney area. If I experience such signs I should immediately seek medical attention. While this condition is relatively rare and can be caused by a number of factors, I have been made aware of it and expressly assume the risk for it in participating in this training program.

2. Assumption of Risks: I know that the Released Parties do not accept any responsibility for loss, damages, theft, injury, illness, or death suffered by me. Understanding the risks involved, I voluntarily choose to participate in Physical Training, and I AM AWARE OF ALL OF THE RISKS AND HAZARDS INHERENT WITH PHYSICAL TRAINING, AND I HEREBY VOLUNTARILY AND EXPRESSLY ASSUME ALL RISK OF LOSS, DAMAGES, THEFT, INJURY, ILLNESS, OR DEATH THAT MAY OCCUR TO ME OR MY PROPERTY AS A RESULT OF OR INCIDENT TO MY PARTICIPATING IN PHYSICAL TRAINING, INCLUDING THE RISK I MAY BE INJURED BY THE ACTIONS OR NEGLIGENCE OF OTHER PARTICIPANTS, THIRD PARTIES, AND/OR THE RELEASED PARTIES IN CONNECTION WITH PHYSICAL TRAINING AT THE VENUE.

3. Personal Property: I agree that I am responsible for the security and safety of my own personal property and any personal effects I use, bring to or leave at the Venue or otherwise related to Physical Training, and that the Released Parties are not responsible for loss of, theft of, or damage to my property, or the property of any of the minor Participant's parents or legal guardians. Should I leave any personal property at the Venue or otherwise in the custody of the Released Parties, I do so at my sole and absolute risk.

4. Liability Release and Waiver of Claims: I hereby waive, unconditionally release, and forever discharge the Released Parties and the Venue from liability and further agree to indemnify, defend and hold harmless the Released Parties and the Venue from and against any and all claims, actions, demands, expenses (including legal costs) or losses for injury, illness, death or any other damage or law which may result from the my participation in Physical Training or accessing the Venue, due to any cause whatsoever (including negligence, breach of contract or breach of any statutory or other or other duty of care by the Released Parties or the Venue). This assumption of risk, waiver and release encompasses claims based on the Released Parties' negligence and gross negligence. I agree that, by signing this Agreement, it is my intention to give up my right to sue the Released Parties and the Venue, even if injury to myself is caused by the Released Parties' negligence or gross negligence. I agree to indemnify the Released Parties if I am responsible for injury, illness, death, or any other damage caused to a third party while participating in Physical Training at the Venue.

5. Promise not to Bring Suit: I hereby agree that the Releasors will not bring a claim against, sue, demand compensation from or attach the property or assets of the Released Parties or any of them, for any loss or damage arising or resulting from my participation in Physical Training or my travel to or presence at the Venue.

6. Colorado Law, Jurisdiction: This Agreement shall be governed by and construed under the laws of the State of Colorado, notwithstanding its conflict of law provisions. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be exclusively brought in the County of Arapahoe, State of Colorado. The parties will not raise in connection therewith, and hereby waive, any defenses based upon venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process or the like in any such action, suit or proceeding brought in the State of Colorado. This Agreement fully, completely, and exclusively sets forth my agreement with the Released Parties on the matters set forth herein and may only be amended in a writing executed by both the Released Parties and myself.

7. Severability. In the event that any provision of this Agreement (or portion thereof) is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such provision (or part thereof) shall be enforced or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement, while the remainder of this Agreement shall continue in full force and remain in effect according to its stated terms and conditions.

8. I UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO THIS AGREEMENT, I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY LOSS OR DAMAGE. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

I HAVE READ THIS ENTIRE AGREEMENT CAREFULLY, AND FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS; I AM PROVIDING MY ACKNOWLEDGMENT AND AGREEMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION.

I hereby represent, warrant and covenant to the Released Parties that each of the following is true and accurate:

I am at least 18 years of age and I have the right to contract in my own name. Or, I understand and agree that if I am signing this Agreement on behalf of my minor child, that I will be giving up the same rights for said minor as I would be giving up if I signed this document on my own behalf. I have read the above statements, understand the words and language in this Agreement and agree to them.

I have consulted with my physician about my desired participation in Physical Training, and will adhere to the guidelines that my doctor recommends; I am physically able to participate in the Physical Training; I do not suffer from ANY health conditions which may be aggravated by participating in Physical Training, including, but not limited to, heart conditions or high blood pressure, back, neck or other skeletal, muscular, respiratory or circulatory problems. I agree to participate in physical training sessions instructed by trainers affiliated with FIT Colorado Physical Therapy. I am fully aware these fitness sessions are of a nature and kind that are extremely strenuous and will push me to the limits of my physical abilities.

I recognize and understand that training sessions are not without varying degrees of risk, which may include, but are not limited to the following: Injury to the musculoskeletal and/or cardio respiratory systems, which can result in serious injury or death, injury or death due to negligence on the part of myself, my training partner, or other people around me, injury or death due to improper use or failure of equipment, or injury or death due to a medical condition, whether known or unknown by me. I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in this independent or unsupervised workout Strength and Conditioning or FIT training program and accept full responsibility for any injury or death that may result from my participation.

I hereby certify that I know of no medical problems that would increase my risk of illness and injury as a result of participation in a fitness program designed by FIT Colorado Physical Therapy. I understand that the possibility of adverse physical changes during an exercise program exists. I fully understand that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death. I understand that certain prescribed medications may exacerbate these physiological changes and create an even greater risk of physical damage or death. I also understand that I am not participating in Physical Therapy and that all direction given during an individual's independent or unsupervised workout, whether directly or indirectly does not constitute Physical Therapy as defined by Colorado State Statute Title 12 Article 41.

With my full understanding of the above information, I agree to assume any and all risks associated with my participation in this fitness program.

In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in the activities made available by FIT Colorado Physical Therapy, and with my full understanding of all of the above, I hereby waive, release, remise and discharge Meredith Bremner PT, DPT, FIT Colorado Physical Therapy PLLC, and its agents, contractors, consultants, officers, principals and employees and volunteers, of any and all liability, claims, demands, action or rights of actions, or damages of any kind related to, arising from, or in any way connected with, my participation in the independent or unsupervised Strength and Conditioning or FIT conditioning program. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

If I am signing on behalf of a minor child, I also give permission to administer the necessary first aid, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to medical facility deemed necessary for the well being of the child.

Indemnification: I recognize there is risk involved in the types of activities offered by FIT Colorado Physical Therapy in general or FIT type training. Therefore, I accept financial responsibility for any injury that I or the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Christopher Bremner, FIT Colorado Physical Therapy PLLC. and their principals, contractors, consultants, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by FIT Colorado Physical Therapy PLLC.

I have fully read and fully understand the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights.