

EXCEL PHYSICAL THERAPY, INC.

CLIENT CONSENT & LIABILITY RELEASE

General Policies

The undersigned acknowledges that he/she received a copy of the fitness center guidelines and agrees to abide by said rules and regulations. **Initial:** _____

Consent for Participation

I desire to engage voluntarily in the fitness programs offered by Excel Physical Therapy, Inc. in order to attempt to maintain or improve my health. I understand there is a risk of injury, heart attack, or rarely, death as a result of my exercise, but knowing these risks, it is my desire to participate as herein indicated.

Initial: _____

I have been informed that I should discuss with my personal physician any medical condition that could be affected by exercise. **Initial:** _____

I have been informed that it is my obligation to inform the program personnel of any symptoms that should develop during my program such as pain, shortness of breath, chest discomfort or any other unusual symptoms. **Initial:** _____

Membership Health Warranty

Member warrant and represent that he/she has no disability, impairment or ailment that will prevent him/her from engaging in active or passive exercise or that will be detrimental to his/her health, safety or physical condition if he/she does so or participates. **Initial:** _____

It is the policy of Excel Physical Therapy, Inc. that all individuals identify potential contraindications to exercise before purchasing a membership. We will be glad to work with your family physician to design an appropriate exercise program for you. To aid you in this process, *Please check if you have had any of the following. If any boxes are checked below, Excel Physical Therapy, Inc. may require a physician's release before you start exercising.*

- Heart attack, irregular heartbeats/skipped beats or other heart conditions?
- High blood pressure?
- Other blood condition or disease?
- History of seizures/dizziness?
- Diabetes or thyroid problems?
- Lung disease, asthma, allergies?
- Muscular problems, skeletal problems, joint injuries, or arthritic conditions that would prevent activity?
- Is there any other condition not mentioned here why you should not exercise?

Waiver of Liability: READ BEFORE SIGNING

Member and or member's guest, using the facilities and equipment does so at his/her own risk. Excel Physical Therapy, Inc. shall not be liable for any damages arising from personal injuries or damages sustained by member or guest in, on, or about the premises of the facility. As a participant at Excel Physical Therapy & Fitness Center, I recognize that there is a possibility of accident or other physical injury. In recognition of such I agree to indemnify Excel Physical Therapy, Inc., its staff, directors, officers and other agents from any and all liability, claims, and costs, including by not limited to injuries, or ill effects from or which may occur during my participation in any fitness center activities. **I HAVE READ THIS RELEASE OF LIABILITY AND RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTANT THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

PARTICIPANT'S SIGNATURE

DATE

FOR PARTICPANTS/GUARDIANS OF PARTICIPANTS OF MINORITY (Under age 18)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release, as provided above, of all the Release, and, for myself, my heirs and assigns, I release and agree to indemnify and hold harmless the releases from any and all liabilities incident to my minor child's involvement or participation in the programs as provided above, *even if arising from their negligence*, to the fullest extent permitted by law.

EXCEL PHYSICAL THERAPY, INC.



FITNESS CENTER RULES OF CONDUCT

- **ALWAYS SIGN IN** at the Fitness Center desk before beginning your program.
 - Your membership may be on hold with a physician's note only. Memberships may not be put on hold for any other reason. **Only paid members will be allowed in the facility.**
 - No outside or wet shoes on the gym floor. Sneakers must be worn, no open-toed shoes. Shirts and shoes are required in all areas except the locker rooms.
 - Lockers are free for day use (if available). Items left overnight will be removed. To rent a locker for the month, see the front desk. We are not responsible for lost or stolen items. Please bring a lock or you may rent or purchase one at the front desk. Our staff is not allowed to hold wallets, purses or keys for you.
- ALL LOCKS NOT REGISTERED WITH THE FRONT DESK WILL BE CUT OFF IMMEDIATELY**
- Please bring your own sweat/shower towel. Please wipe down equipment after use with the materials provided.
 - Please ask a staff member if you have questions concerning your fitness program. IF you do not know how to use a piece of equipment, **PLEASE ASK A STAFF MEMBER FOR ASSISTANCE!**
 - Do not attempt to correct others on their form or technique as they may have been instructed differently based on their needs. IF you believe someone is putting themselves at risk, please notify a staff member.
 - Do not "clang" the weights in between reps or sets. Use a slow or moderate pace. Be considerate of other members and return weight plates when finished.
 - Enjoy our 15" plasma flat screen TV's with 72 cable channels (where available). Headphones may be purchased at the front desk for \$5. Please do not touch the screen or try to adjust the stands.
Ask a staff member for assistance!
 - There is no established time limit on the cardio equipment so to assure it stays that way, please be considerate of others waiting to use the equipment during busy hours.
 - No cell phone use is allowed while on or operating the equipment. Please be considerate of others and answer or make cell phone calls outside of the fitness area.
 - Report any hazards or faulty equipment to a staff member immediately. Report all injuries or accidents to a staff member immediately.

This document is subject to change & updating – please keep current with the one posted next to the sign in sheet.