

STRENGTH AND MOBILITY LAB, PLLC

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

In agreeing to use the Strength and Mobility Lab, PLLC (“Strength and Mobility Lab”) services and facility, I agree as follows:

In consideration of participating in all activities at Strength and Mobility Lab, I represent that I understand and agree that Strength and Mobility Lab offers indoor and outdoor physical fitness training and rehabilitation services by a licensed physical therapist. I represent that I understand the nature of these activities and that I am qualified, in good health, and free of suffering from any condition, impairment, disease, infirmity, or other illness that would prevent my participation with and use of Strength and Mobility Lab services and equipment. I acknowledge that I have either (1) had a physical examination and been given my physician’s permission to participate or (2) that I decided to participate in these activities and/or use of Strength and Mobility Lab equipment without the approval of my physician and hereby assume all responsibility for my participation in such activities and/or use of such equipment in my activities. I acknowledge that if I believe any conditions are unsafe, I will immediately discontinue participation in the activity.

I fully understand and acknowledge that there are certain inherent risks and dangers associated with physical fitness training. I understand and acknowledge that some of these risks cannot be eliminated regardless of the care taken by me, the physical therapist, and/or Strength and Mobility Lab to avoid injuries. I further acknowledge that specific risks vary from one activity to another and may include serious bodily injury, including permanent disability, paralysis, and death, which may occur during my participation at the Strength and Mobility Lab facility. I fully accept and assume responsibility for all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in these activities.

I understand that I am financially responsible for loss or damage to the equipment of the Strength and Mobility Lab facility that results from my negligence.

I hereby release, discharge, and covenant not to sue Strength and Mobility Lab, as well as its affiliates, successors, assigns, subsidiaries, agents, representatives, and employees, as well as other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activities take place, (each considered one of the “Releasees” herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I, on behalf of myself, my personal representative, heirs, executors, administrators, agents, and/or assigns, hereby WAIVE ALL CLAIMS, ASSUME ALL LIABILITY, AND RELEASE, HOLD HARMLESS, INDEMNIFY, AND AGREE TO DEFEND Strength and Mobility Lab and the Releasees from liability for any injury, claim, cause of action, suit, demand, and damages. I further expressly agree that this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement is intended to be as broad and inclusive as permitted by law.

