



# Hold Harmless Agreement Form

Attendee(s) with children in office. Form must be filled out in entirety.

**\*THIS IS A LEGAL RELEASE\***

Date for permanent file: \_\_\_\_\_

Child's Name(s): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Name(s) and contact information MUST be complete.

## NOTIFICATION OF RISK

I understand that certain risks and dangers exist in the activities in which the attending minor child voluntarily chooses to participate in at OnPoint Health and Wellness LLC, with in the child friendly Office. These inherent risks cannot always be foreseen nor eliminated without destroying the unique character of the activities and include, but are not limited to, accidental injury or illness of any kind, or in extreme cases, permanent trauma, disability or death to due the **multi-age requirements of the toys on hand**. I understand that OnPoint Health and Wellness LLC considers it important for me to know in advance what to expect and to be informed of the inherent risks involved with playing of the multi-age toys for activities. Environmental risks and hazards include small marbles, low glass windows, wood blocks, and other toys not mentioned, but included in this environment. Equipment may fail or malfunction, despite reasonable maintenance and use. I understand that the above description of the risks is not complete and that there may be other unknown or unanticipated risks. I expressly acknowledge and assume the inherent risks identified herein and those inherent risks not specifically identified. I acknowledge that allowing participation in the activities provided by OnPoint Health and Wellness LLC is not compulsory, and hereby knowingly and willingly choose to participate or allow the attending minor child to participate, in spite of and with full knowledge of the risks involved.

\_\_\_\_\_ Initials please

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Understanding the inherent risks, I individually as the parent or legal guardian of the attending minor child(ren), AGREE TO RELEASE FROM ANY LIABILITY AND TO DEFEND, INDEMNIFY AND HOLD HARMLESS ONPOINT HEALTH AND WELLNESS LLC and its staff, from any liability, claims, causes of action, demands, costs, obligations or financial responsibility of every kind and nature, including that resulting from or arising out of NEGLIGENCE of OnPoint Health and Wellness LLC, for any incident, injury or accident occurring to the attending minor child(ren) while engaging in play with multi-aged requirement toys.

By agreeing to this indemnification, I am knowingly and willingly choosing to be financially responsible for any future claims brought against OnPoint Health and Wellness LLC if damage occurs from the minor (s).

I acknowledge that I am voluntarily electing to allow my minor to participate in such activities for their benefit. Knowing of the risks, I hereby EXPRESSLY AGREE to HOLD HARMLESS and INDEMNIFY OnPoint Health and Wellness LLC for any claims that may be brought by my minor child, myself, and/ or any family members.

\_\_\_\_\_ Initials please

**OTHER PROVISIONS**

If I have any legal dispute with OnPoint Health and Wellness which cannot be settled through discussions between the parties, I ( \_\_\_\_\_ Initials please)

will attempt to settle the dispute through mediation before a mutually acceptable mediator whose name appears on the registry of names recognized by Montana courts as qualified persons for mediation assignments. To the extent mediation does not result in a resolution, the dispute will be submitted to binding arbitration. I ( \_\_\_\_\_ Initials please)

also agree to pay all costs and attorneys' fees incurred by OnPoint Health and Wellness in defending a claim or suit, if the claim or suit is withdrawn or to the extent a court or arbitration determines that OnPoint Health and Wellness LLC is not responsible for the injury or loss.

- All children must be in the Treatment Room with the adult at all times.
- Children are required to maintain low level of noise in the "Quite Zone".
- Shoes are removed before entering the Treatment Room.
- Interruptions may result in ending the appointment early and rescheduling without the children present.
- A 50% reduction will be applied to bill at time of service if unable to complete scheduled appointment.
- Young children are not allowed in the Frequency Room, unless they are the client receiving care, with the adult present at all time.

If any damage occurs by the child(ren), you will be held responsible for that damage and will be billed accordingly.

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**This signature is an acknowledgement that you have received, read, and understand this notice of the Hold Harmless Agreement Form and are giving permission to proceed with your personal health care needs.**

Signed by: \_\_\_\_\_  
*Signature* of Patient or Legal Guardian

\_\_\_\_\_  
Relationship to Patient

\_\_\_\_\_  
Print Patient's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Legal Guardian, if applicable