

Liability Waiver

IMPORTANT NOTICE: THIS FORM LIMITS YOUR RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT OR INJURY OR DAMAGE TO PROPERTY.

By initialing beside each term this means you have **read, understand and agree with these terms.**

1. I understand there are inherent risks in participating in a program of strenuous exercise. Consequently, I have been examined by a physician of my choice and have obtained their approval for my participation in a fitness program. No change has occurred in my physical condition since that date which may affect my ability to participate. If a physician has not examined me, I agree to see one within 60 days of the date set forth below to obtain his or her approval for my participation in a fitness program

Initial _____

2. I confirm that the answers to the questions outlined on the PARQ form are true and complete to the best of my knowledge. I acknowledge that medical clearance is required if I have answered YES to any of the PARQ questions. I understand and agree that it is my responsibility to inform my instructor of any conditions or changes in my health now and ongoing which may affect my ability to exercise safely.

Initial _____

3. I understand that I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during my training sessions. I understand that should I feel lightheaded, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity and inform my instructor.

Initial _____

4. I understand the results of any fitness program cannot be guaranteed. Any progress depends on my own effort and co-operation in and outside of the training sessions.

Initial _____

5. I understand that all class rates are based on a 60 session and should arrive later than 5 – 10 minutes prior to class time. I also understand that I am responsible for my appointments booked and should I miss an appointment there will be no refund.

Initial _____

6. I understand that all Spine & Sports Institute packages are non-transferable and nonrefundable.

Initial _____

7. I understand that all use of Spine & Sports facilities shall be undertaken at his/her sole risk, and Spine & Sports Institute shall not be liable for any injuries to him/her, or his/her property, or be subject to any claim, demand, injury or damages resulting from acts of active or passive negligence on the part of Spine & Sports Institute, its officers or agents.

Initial _____

8. I understand that the participant, for him/herself and on behalf of his/her executors, administrators and assigns, does hereby expressly forever release and discharge Spine & Sports Institute, its successor and assigns, as well as its officers and agents, for all such claims, demands, injuries, damages, actions or cause of action.

Initial _____

I have read this Release and Terms of Agreement and I understand all of its terms. I sign it voluntarily and with full knowledge of its significance.

Member Signature

Date

Parent or Guardian Signature

Date

If member is under 18 years of age