



Client Name: _____ Date of Birth _____

**INFORMED CONSENT/WAIVER AND RELEASE OF LIABILITY
ACKNOWLEDGEMENT OF RISKS**

Consent for participation

The undersigned consents to participate in Challenge Center programs or engage in the use of Challenge Center premises and equipment as a member. The activities at Challenge Center may include but are not limited to physical therapy, assisted fitness program, independent fitness program, specialized training programs such as aquatics, balance and conditioning class, and seated exercise class. I understand that the practice of physical therapy and fitness training or conditioning is not an exact science and may involve risk of injury or even death. I acknowledge that no guarantees have been made to me regarding the result of physical therapy, fitness training or conditioning, or participation in any Challenge Center program.

In consideration of the agreement between the undersigned and Challenge Center, the undersigned hereby releases the business entity, facility, owners, operators, employees, instructors, technicians, Board of Directors, volunteers, agents and affiliates of Challenge Center (collectively and hereafter referred to as "Challenge Center personnel") from any and all claims, demands and actions, resulting from or related to personal injuries and/or damage to property, sustained while participating in any program affiliated with Challenge Center, including all activities related to Challenge Center occurring off site, before or after actual attendance at a Challenge Center program.

Please indicate which program(s) participant will be engaging in (check all that apply):

- Assisted Fitness Physical Therapy Aquatic Class Seated Exercise Class
 Balance and Conditioning Class F.A.L.L.S. Class Independent Gym Membership
- Consent and waiver by caregiver, guardian, or on behalf of minor

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Before signing this Waiver and Release of Liability, the undersigned has been advised of, understands, and agrees to the following:

Participation in a program of progressive activity includes strenuous activity and the potential for physiological responses, including but not limited to increase or decrease in blood pressure, physical discomfort, strained muscles, sprains, joint discomfort, adverse reaction, falls, heart attack, and death. I understand there are inherent risks in physical training and activities as described above and also include but are not limited to equipment failure whether or not equipment is used properly, negligent conduct by myself or other persons in my vicinity, and other foreseeable and unforeseeable events or conditions. I have been informed and understand that these events and physiological responses or injury may occur during participation in a Challenge Center program or independent fitness activities.

In consideration of my use of Challenge Center and participation in any Challenge Center program, I understand and agree to assume the risks related to my health and well-being and take responsibility for any injury or adverse event that may occur, including known and unknown current and pre-existing conditions. I further assume sole responsibility for the conduct and activities of my attendant(s) or caregiver(s) while on the premises of Challenge Center, and the undersigned agrees to indemnify and hold harmless Challenge Center personnel for injury or damages incurred by or caused by the undersigned or the undersigned's attendant(s) or caregiver(s).

The undersigned agrees that Challenge Center personnel shall not be held liable for damage to persons or property, and agrees to indemnify and hold harmless Challenge Center personnel for injury or damages caused by the undersigned or the undersigned's attendant(s) or caregiver(s). The undersigned further agrees to waive all claims, presently and in the future, against Challenge Center personnel related to personal injuries and/or damage to property as a result of attendance at a Challenge Center program(s) whether arising prior to, during or after program attendance.

I further understand and agree to the following: Challenge Center employees may observe my activities. I am aware that at times, Challenge Center staff may not be on the "exercise floor" while I perform my exercises. Challenge Center staff are prohibited, under any circumstances, from making specific exercise recommendations related or unrelated to a medical or non- medical condition without a Physical Therapy Evaluation or Personal Training Consultation occurring prior to making any recommendations. Challenge Center is a physical therapy, physical fitness and wellness related facility

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and reserves the right to require any participant in a Challenge Center program or a member to be screened or evaluated by a Challenge Center physical therapist before or after becoming a member. Any and all exercises the undersigned chooses to perform whether recommended or not by Challenge Center personnel are engaged in entirely at participant's own risk. Some exercises, recommended or not by Challenge Center personnel, may require a spotter for safety purposes and Challenge Center personnel may not be available to act as a spotter for such activities. I understand and accept responsibility for requesting and engaging a spotter for such activities and to abstain from engaging in such activities unless I have a spotter present.

I, the undersigned, further understand and agree that I am solely responsible for bodily injury or property damage which my child or legal ward may sustain on Challenge Center's premises. I further understand and agree that Challenge Center personnel shall not be responsible for any time lost by me, my child or legal ward from employment or school or other activity, or for financial loss for medical or other expense incurred because of bodily injury or property damage; that I on behalf of myself, my heirs, and administrators, release and discharge the City of La Mesa, and Challenge Center personnel from any and all claims, demands, actions and causes of action arising from such injuries sustained to my person or that of my child or legal ward and/or property.

_____ **(Initials)** I have been advised by Challenge Center personnel that examination by a physician and clearance by a physician to participate in an exercise program is advised and recommended prior to engaging in any strenuous physical activity. I understand that my failure to obtain a physical examination and clearance from a physician may substantially increase the risk of injury occurring to me. I understand and acknowledge the risks associated with my refusal to obtain a physical examination by a physician. I also understand that Challenge Center reserves the right to require any participant in a Challenge Center program and any member to be screened or evaluated by one of its physical therapists before or after becoming a member or participating in any program other than an independent program. However, screening or evaluation by a Challenge Center physical therapist is not a substitute for, and does not relieve me of my responsibility to obtain a physical examination and clearance by a physician.

THIS WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as California law permits or where prohibited by law from being governed by the laws of California, then as broad and inclusive as the laws of the forum state, territory or country permits. If any portion of this waiver and release of

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liability conflicts with the laws of the forum state, territory or country, only that paragraph or section shall be null and void. The undersigned understands that signing this Waiver and Release of Liability evidences the undersigned's assumption of all risks involved in this activity and the specific intention to hold Challenge Center and Challenge Center personnel harmless from all claims for all personal injuries and property damage as described above.

I, THE UNDERSIGNED and CERTIFY THAT I HAVE READ AND I UNDERSTAND THE FOREGOING AND RECEIVED A COPY THEREOF. I AM THE PARTICIPANT, THE PARTICIPANT'S LEGAL REPRESENTATIVE, OR AM OTHERWISE AUTHORIZED BY THE PARTICIPANT TO SIGN THE ACCEPT THE TERMS ABOVE ON HIS OR HER BEHALF.

Client/ Parent/ Guardian signature Date

Witness name (printed)

Witness signature Date

Address: _____ Mobile Ph: _____
_____ Home Ph: _____
_____ Email: _____

I understand that photographs or videos of clients, volunteers and/or guardians participating in Challenge Center programs and services are often used in Challenge Center's marketing materials. The undersigned hereby consents to Challenge Center and Challenge Center personnel's use of photography or videography that contains images of me, my family, guests, children or legal wards in its marketing materials, by checking the following box and providing my signature on the following line.

Client/ Parent/ Guardian signature Date