

Release of Liability

1. In consideration of being allowed to participate in the personal fitness-training activities and programs of **Spinal Care Chiropractic Center** and to use its facilities, equipment and services, in addition to the payment of any fee or charge, I do hereby forever waive, release and discharge **Spinal Care Chiropractic Center** and its officers, agents, employees, representatives, executors and all others acting on their behalf from any and all claims or liabilities for injuries or damages to my person and/or property, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf, arising out of or connected with my participation in any activities, programs or services of Diane Hennigan / Theresa McPeak or the use of any equipment at various sites, including home, provided by and/or recommended by Diane Hennigan / Theresa McPeak. (PLEASE INITIAL: _____)

2. I have been informed of, understand and am aware that strength, flexibility and aerobic exercise, including the use of equipment, are a potentially hazardous activity. I also have been informed of, understand and am aware that fitness activities involve a risk of injury, including a remote risk of death or serious disability, and that I am voluntarily participating in these activities and using equipment and machinery with full knowledge, understanding and appreciation of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death. (PLEASE INITIAL: _____)

3. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in these activities or use of equipment or machinery. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in the exercise activities, programs and use of exercise equipment. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise and use of exercise equipment. I acknowledge that either I have had a physical examination and have been given my physician's permission to participate or I have decided to participate in the exercise activities, programs and use of equipment without the approval of my physician and do hereby assume all responsibility for my participation in said activities, programs and use of equipment. (PLEASE INITIAL: _____)

4. I understand that Diane Hennigan / Theresa McPeak providing and maintaining an exercise/fitness program for me does not constitute an acknowledgement, representation or indication of my physiological well-being or a medical opinion relating thereto. (PLEASE INITIAL: _____)

DATE: _____

SIGNATURE: _____

TRAINER 'S SIGNATURE: _____