

## **Strength and Conditioning Program/Sports Performance/Youth Lifting Participation Agreement and Liability Waiver**

Catalyst Therapy and Sports Rehab, LLC offers various strength and conditioning programs (hereinafter "Program" or "Programs") to individuals and groups at gym locations. As a condition of participation in our Program, you agree to the following. ***If you do not agree, do not participate in our Programs.***

- Payment for our Programs is required in advance or on the first day of the Program. Our strength and conditioning Programs are not covered benefits under any health plan.
- Participants who are under 18 years old obtain parental consent to participate in our Programs. By participating in our Program, you attest that you are at least 18 years old or you are a parent giving consent for your minor child to participate in our program.
- We recommend you obtain medical clearance from your primary care provider before participating in our Program. Your participation in our Program is solely at your own risk whether you obtain medical clearance or not. You knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for your participation.
- Our Programs are not intended to address any specific medical or physical problems, pain or dysfunction that you might be having. If you have pain, discomfort or disabilities that are limiting your performance in sports or activities of daily living, you should see your physician or see us for a physical therapy examination before you participate in our Program. If it becomes evident that you might benefit from a physical therapy or other medical consultation, we may recommend a physical therapy consultation with us.
- You understand that although our Program instructors may be physical therapists, our Programs, whether offered to the public for free or through a paid program, are *not* physical therapy interventions or advice. You acknowledge and agree that we have not examined you (and have no duty to examine you) and no patient/client-therapist relationship has or will be established by you watching or participating in our Programs.
- You understand that there are risks in participating in any exercise program. You may be at risk for injuries, including but not limited to tendinitis and muscle strains, back or neck injuries, paralysis, cardiovascular events or even death. If an exercise requires balance, you could be at risk for falling, which could result in fracturing bones. You may also experience muscle soreness from working muscles that are weak or deconditioned. When using exercise equipment, such as weights, resistance bands or therapeutic balls, there are always risks that the equipment may malfunction or fail, potentially causing injury, especially if it is not properly used. We do not claim that our athletic performance/fitness program(s) will result in any particular or specific therapeutic, performance or other outcome.
- You understand and agree that you have no expectation of privacy while participating in a group session and because we are not providing medical or physical therapy interventions or advice, state and federal health care privacy laws (such as HIPAA) do not apply. As such, you should not disclose information about yourself that you do not want other participants to know.
- Product Recommendations. We may recommend products that we think may benefit you through our Program sessions. We may be affiliates to the distributor or manufacturer of the products we recommend. This means we may make a small commission if you make a purchase. The products we recommend on this website and in blog posts are always products we use ourselves or recommend to clients. However, by recommending a product and providing a link, we are not endorsing any particular vendor and make no claims or warranties regarding the products we recommend and you are free to obtain the products from the vendor of your choice.
- Payment and Cancellations. If there is a fee for the program you participate in, you agree to pay for Program in advance of your scheduled session. If you need to reschedule an individualized session, you must give at least 24 hours-notice in advance. If you cancel with less notice, you will forfeit the payment made for the scheduled session. If you pay for a live group session but fail to participate, you forfeit the fee for the session. We will not provide refunds for any scheduled sessions that you fail to attend. The youth weight lifting programs are non-refundable.
- You agree, on behalf of yourself and your heirs, assigns, personal representatives and next of kin, to assume these and all injury risks and waive all liability against Catalyst Therapy and Sports Rehab,

LLC, its officers, members, employees, subcontractors, agents, assigns and other participants and sponsoring agencies (“Releasees”) for any and all claims, lawsuits, damages, liability, costs and expenses, including reasonable attorneys’ fees, for any personal injury or personal property damage claims, disability, death, or loss or damage to person or property, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

- Intellectual Property Rights. In the provision of our Programs, we may provide you with copyrightable works that we have invested time and financial resources to develop, including but not limited to exercise handouts, videos and educational resources. By providing copies of our intellectual property to you, we are giving you permission to use the materials for your own personal, noncommercial use. You agree not to reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the intellectual property we provide to you without our explicit consent.
- Photos and Videos. We may take photos and/or videos of the group session from time to time for educational purposes or to promote our services on our website or social media pages. Please indicate below whether you consent to your image being in the photos or videos we post.
- Governing Law. This Agreement shall be governed by the laws of the State of KS.

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***I have read, understand and agree to this Program Participation Agreement and Liability Waiver. In addition,***

\_\_\_\_\_ I consent to my image in photos/videos (or my child’s image) being used by Company for educational and promotional purposes, including but not limited to social media posts, without any expectation of attribution or compensation.

\_\_\_\_\_ I DO NOT consent to my photos/videos (or my child’s image) being used by Company for any purpose.

Participant’s Name (Print): \_\_\_\_\_

Participant’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Guardian’s Name (Print): \_\_\_\_\_

Parent/Guardian’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_