

BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

RELEASE AND INDEMNITY AGREEMENT

I, the undersigned, as a patient, client or guest of Progress Physical Therapy, LLC (an affiliate of Progress Rehabilitation Network, LLC), its affiliated companies, and its and their directors, owners, employees, agents, and insurers (hereinafter referred to as PROGRESS), agree that if I engage in any physical exercise, or activity on the premises, or any location, I do so at my own risk, regardless of fault, and **I FULLY RELEASE, DEFEND, INDEMNIFY, HOLD HARMLESS AND FULLY DISCHARGE** PROGRESS from any and all liabilities, damages and claims, or causes of action of any kind or description to me, my personal representatives, assigns, heirs, and next of kin for any damage to or loss of property any injury to me or my death or any one or more of the foregoing, arising directly or indirectly out of my participation in any program or out of treatment provided or advise/instruction given by PROGRESS. This includes without limitation the use of the building, equipment, parking area, and stairs, and includes my participation in any programs (including Pilates, FAST, Pneuweight Unloading, all Physical Therapy Treatments), instructions, evaluations, and screenings. I agree that I am participating voluntarily and acknowledge that I may incur pain, soreness and possible injury while participating in the normal course of this any program or treatment and that it is **MY RESPONSIBILITY TO INFORM THE CLINICIAN OR INSTRUCTOR IMMEDIATELY** should I experience any of these symptoms.

This waiver and release of all liability includes but is not limited to injuries or death which may result from improper use of exercise equipment, my use of equipment which may malfunction and/or break or any other unspecified injury **WHETHER OR NOT SUCH CLAIM FOR DAMAGE, LOSS, INJURY OR DEATH ARE CAUSED OR CONTRIBUTED TO BY THE SOLE OR CONCURRENT NEGLIGENCE, OMISSION, STRICT LIABILITY, OR FAULT OF PROGRESS AND WHETHER OR NOT CAUSED BY A PRE-EXISTING CONDITION.**

I WARRANT THAT I HAVE CAREFULLY READ THIS DOCUMENT AND KNOW ITS CONTENTS, AND THAT I HAVE EXECUTED THIS DOCUMENT VOLUNTARILY AND AS MY OWN FREE ACT. I EXECUTE THIS DOCUMENT FULLY INTENDING TO BE BOUND BY ITS TERMS. **THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICT LAWS.**

Executed to be effective as of the date set forth below.

Signature (of Guardian, if participant is under 18 years old)_____

Printed Name_____

Date_____

PROGRESS is not responsible for injury resulting from the performance of any exercise routines. These training methods are only a recommendation. All exercise is performed at your own risk. Check with your personal physician before starting a new physical routine.