

FOOTBALL RECOVERY NIGHT WAIVER

By signing this waiver you assume any and all associated risks and waive your right to sue.

NORMATEC AND RECOVERY PUMP RECOVERY BOOTS

The NormaTec and RECOVERY PUMP Recovery Systems are the best system on the market for passive recovery. It does all the work while you relax after workouts. Studies have shown that 20 minutes of rest in the compression boots is equivalent to performing active recovery workouts in reducing delayed onset muscle soreness (DOMS) and in improving performance in subsequent workout sessions. It has multiple settings you can use depending on your individual preference and workout intensities. It is a 20 minute post workout massage without the cost, oils, and appointments.

Possible associated risks may include but are not limited to: cut off of circulation due to pressure, contusion/bruising. Other extremely rare complications include but are not limited to blood clots, heart attack, stroke, and/or death.

Contradictions to compression boots include: severe Raynaud's, progressive diseases (MS, ALS, Parkinson's, Neuropathy), active cancer, HIV/AIDS, lymphatic disorders, uncontrolled diabetes or diabetes-related complications, severe kidney or liver disease, bacterial and viral infections of the skin, circulatory disorders, surgery in the past 6 months, active/severe eczema, rashes, or dermatitis.

MASSAGE GUN THERAPY

A massage gun is a lightweight, battery operated, muscle treatment device that increases blood flow, decreases lactic acid and interrupts the pain cycle. This helps the body to recover after a workout, an injury, or muscle pain from everyday life.

DO NOT use if: acute deep vein thrombosis, severe atherosclerosis or other ischemic vascular diseases, severe congestive cardiac failure, existing pulmonary edema, existing pulmonary embolism, extreme deformity of the limbs, malignancy in the legs, untreated limb infections/cellulitis, limb fractures, presence of lymphangiosarcoma.

Potential risks include but are not limited to pain, discomfort, bleeding, bruising.

YOGA/STRETCHING

I recognize that activities related to yoga and stretching involve physical activities which may be strenuous and may cause injury. By my child's participation in any Yoga or stretching activities or practices at Hybrid Performance and Wellness, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, that I may incur.

I understand that it is my responsibility to consult with a physician prior to and regarding my child's participation in any activity. I represent and warrant that my child is physically and mentally fit and has no medical condition which would prevent full participation in any activity. I acknowledge that it is my responsibility to inform the instructor of any injury or other condition that might affect my child's ability to participate in any activities, and to inform the instructor immediately if an injury occurs.

Although I acknowledge there is no obligation for any person to provide medical care during, prior to or after any activity related to Hybrid Performance and Wellness. I hereby give permission for staff to evaluate any injury, provide first aid, administer prescribed or OTC medication as prescribed or directed by participant, and/or aid in seeking emergency medical treatment as needed.

RELEASE AND WAIVER OF LIABILITY

In consideration for using the Therapies, I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents and assigns, HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND HOLD HARMLESS Hybrid Performance and Wellness, its officers, servants, agents, employees, contractors and volunteers (hereinafter referred to as RELEASEES) from any and all liability, including any and all claims, demands, actions, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Therapies, REGARDLESS OF WHETHER THE INJURY, DAMAGE, OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I hereby confirm that no warranty or guarantee, or other assurance, has been made to me covering the results of the Therapies, and I hereby relieve them and hold them harmless from all liabilities for injury or damage that may occur to me. I fully understand the administration of the process, including possible adverse reactions, side effects, or other possible complications. It is

understood that this CONSENT is being given in advance of any administration of the process, and is being given by me voluntarily to use the Therapies.

I am fully aware of the risks and hazards connected with the use of the Therapies, including the risk of physical injury, disability and/or death as the result of the use of Therapies, and I am voluntarily participating in said Therapies, and entering the above named premise to engage in such usage. I KNOWINGLY VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY/ILLNESS/DISABILITY/DEATH that may be sustained, or any loss or damage to property as a result of being engaged in such an activity.

I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents and assigns, further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from and any and all losses, damages, claims, actions, suits, procedures, costs, damages and liabilities, including attorney's fees and costs, which occur as a direct or indirect result of my involvement in the use of the Equipment, and agree to reimburse the RELEASEES for any and all such expenses.

It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assignees and personal representative, if I am not alive, and shall be deemed as a RELEASE, WAIVER, AND DISCHARGE of the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Ohio. I understand that Therapies are intended and provided for the purpose of athletic recovery. I further understand that there are no guarantees the Therapies will accomplish any such purpose. Further, I understand that Therapies should not be construed as a substitute for medical examination, diagnosis, or treatment and that there are qualified medical staff on hand such as chiropractors and athletic trainers that I may consult prior to using the Therapies.

Because Therapies are contraindicated under certain conditions, I affirm that I have stated all my known medical conditions and answered all questions honestly. I agree to keep the therapists updated as to any changes in my medical profile and understand that there shall be no liability on the therapist's part should I forget to do so.

My signature below constitutes my acknowledgment that:

1. I have read, understand, and fully agree to the foregoing CONSENT,
2. The proposed use of the Therapies has been satisfactorily explained to me and I have all of the information I desire
3. I hereby give my authorization and consent.

This CONSENT shall stand as long as I use the Therapies at Hybrid Performance and Wellness now and in the future. I have read the instructions for proper use of the facilities and do so at my own risk and hereby release the owners, operators, franchisers, or manufacturers, from any damage or harm that I might incur due to use of the facilities.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT:

- I have read and understand the foregoing Waiver of Liability and Hold Harmless Agreement.
- I understand that Hybrid Performance and Wellness in its sole discretion can refuse service to me for any reason including my own personal safety or the safety of itself or any of its employees.
- I have given up considerable future legal rights.
- I certify that my child does NOT suffer from any of the contraindications listed above.
- And I execute this Release freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me.

Patient Name _____ Date _____

Parent/Legal Guardian _____ Date _____