

SMART Sports Physical Therapy, Sports Specific training and Advanced Rehabilitation Agreement and Release

This application is submitted with knowledge that the number of participants is restricted by SMART Sports Management. In consideration of my receiving the use of the facility for Sports Specific Training, Physical Therapy or Advanced Rehabilitation, I agree as Follows:

In accordance with my decision to utilize the facilities of SMART Sports, I do hereby acknowledge that I have received and have read a copy of this agreement and agree to abide by the Rules and Regulations outlined therein. I further acknowledge that these are subject to change at the discretion of SMART Sports.

A person, in attending and using the facilities and equipment therein, does so at his/her own risk. SMART Sports shall not be liable for any damages arising from personal injuries sustained by a person or about the premises and he/she does hereby fully and forever release and discharge SMART Sports and all associate owners, employee and agents from any and all claims, demands, rights of action or causes of action present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the one's use of the said facilities and equipment thereof.

Physical Therapy ☐

Advanced Rehabilitation ☐

WAIVER OF LIABILITY

1. Anyone using SMART Sports facility shall undertake any and all risks. The participants shall also be liable for any and all risks. SMART Sports shall not be liable for any injuries or damage to any other participants, or the property of the participants; or be subject to any claim, demand, injury, or damage whatsoever, including, without limitation, those damages resulting from acts of negligence on the part of **SMART Sports**, it's officers, employees or agents. The participant, for himself/herself on the behalf of his/her executors, administrators, heirs, assigns, and assignees and successors, does hereby expressly forever waive, release, and discharge **SMART Sports**, it's owners, officers, employees, agents, assigners and successors from all claims, demands injuries damages, actions or causes of action. **SMART Sports** shall not be responsible or liable to participants for articles damaged, lost or stolen in or about **SMART Sports** or lockers for any losses or damages to any property, including, but not limited to automobiles, and the contents thereof. Any damage to **SMART Sports** property by any participant or guest shall be paid by the participant or guest.
2. Persons use SMART Sports facilities at their own risk. Improper use of fitness equipment and participation in SMART Sports Specific training or Advanced Rehabilitation Programs may be hazardous. Participants are required to abide by SMART Sports Rules and Regulations. SMART Sports reserves the right to take photographs, produce slides and film SMART Sports activities and use these for promotion and advertising. Participant's consent to this policy by virtue of SMART Sports use. If a participant's medical status should change due to an injury, use of SMART Sports facilities is not allowed until reevaluation of participants medical condition has occurred by the medical staff at SMART Sports. Medical approval must be received by participants at all times in order to use the facility.
3. All new participants are subject to the approval by medical staff of SMART Sports for Sports Specific Training, Advanced Rehabilitation Program and Physical Therapy. Participation is open to any individual of good character without regard to race, sex, ethnic background, religion, or physical disability after consultation and evaluation by medical staff.

USE OF FACILITIES

1. Check in. All persons using the facility are required to check in at the front desk each time they use SMART Sports. Users of Advantage Cards will be required to check in at the front desk of the Fitness Center.
2. Attire and Equipment. Proper attire for all participants using SMART Sports. Shirts and Shoes are required in public areas. Proper etiquette, language and courtesy are to be observed at all times. SMART Sports management may prohibit the use of any equipment it feels is potentially dangerous. Use of any and all fitness equipment is only allowed pursuant to a specifically designed Sports Specific Training Program, Advanced Rehabilitation Program and Physical Therapy. No use is permitted outside the parameter of said program including but not limited to Advantage Cards. SMART Sports retains the right to modify your program at any time.
3. Locker Use. Participants are responsible for the security of their personal property, and may bring their own lock or locking device to secure their lockers while using the facility. All locks must be removed daily. Locks left overnight will be cut off.
4. Pool Use. Participants using the pool will be required to provide their own towel and swim wear. Participants will also be required to shower before entering the Pool and Hot Tub. Use of the SMART Sports pool equipment is for Physical Therapy participants only. Advantage Card, Advanced Physical Therapy and Sports Specific Training participants will need to provide their own equipment.

MISCELLANEOUS

1. Alcoholic Beverages and Any Illegal Drugs are not permitted.
2. There will be NO SMOKING in any area of SMART Sports; including entry areas and any outside area within 30 feet.
3. Person using the facility are required to give notice to SMART Sports of any changes of address, contact information or medical status.
4. SMART Sports makes no guarantee that a participant's condition or health will be improved by use of the facilities or participation in any program offered.

AMENDMENT OF RULES AND REGULATION AND OPERATION POLICIES

The rules and regulation herein are not inclusive. Other rules and regulations may be posted in and about SMART Sports shall be binding to all member and participants as set out herein in full. SMART Sports may from time to time adopt and/or amend rules and regulations not herein covered, and all members will be obligated to these policies.

Participant/Member's Name Printed

Signature (Parent or Guardian if under 18 years of age) Date

Witness Date

In Case of Emergency: Name

Phone