

## **Kinetic Chain Waiver of Liability, Assumption of Risk & Indemnity Agreement**

I have been informed of and acknowledge that participation in physical exercise involving flexibility, strength, balance, and agility, which specifically relates to the use of the GYROTONIC® Pulley Tower Combination Unit and the GYROTONIC® Archway (collectively referred to as the “GYROTONIC® equipment”), is a potentially hazardous activity. I have also been informed of and acknowledge that participation in physical therapy using the GYROTONIC® equipment can be a test of a person’s physical and mental limits and that such participation and training poses potential risk of serious bodily injury or death.

**Waiver:** In consideration of permission to use, today and all future dates, the GYROTONIC® equipment, I, for myself, my heirs, personal representative(s) or assigns, do hereby release, waive, discharge, and covenant not to sue Kinetic Chain, its directors, officers, employees, and agents from liability from any and all claims, including the negligence of Kinetic Chain resulting in personal injury, accidents, or illnesses (including death) arising from, but not limited to, use of the GYROTONIC® equipment.

**Assumption of Risks:** The use of Kinetic Chain’s GYROTONIC® equipment carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. While Kinetic Chain has undertaken the necessary training to guide patients on the use of the GYROTONIC® equipment, some of the exercises still involve activities that may lead to illness, physical injuries and/or emotional injuries. The specific risks vary from one activity to another, but the risks range from: (1) minor injuries such as scratches, bruises, sprains and embarrassment; (2) major injuries such as joint or back injuries, heart attacks, head injuries and psychological trauma; (3) catastrophic injuries including paralysis and death.

**I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in the use of instruction on the GYROTONIC® equipment. I hereby assert that my use of the GYROTONIC® equipment is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD Kinetic Chain HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney fees brought as a result of my use of the GYROTONIC® equipment and to reimburse Kinetic Chain for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment and Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

\_\_\_\_\_  
Patient’s Name (Print)

\_\_\_\_\_ Date: \_\_\_\_\_  
Patient’s Signature

\_\_\_\_\_  
Legal Guardian’s Signature (if Patient is minor)

\_\_\_\_\_  
Patient’s Initials