

ATHLETICO

PHYSICAL THERAPY

ASSUMPTION OF RISK; RELEASE AND WAIVER OF LIABILITY; AND INDEMNITY AGREEMENT

In consideration of participating in the Athletico, Ltd., Athletico Management, LLC or one of their respective affiliates or subsidiaries, including, without limitation, Accelerated Rehabilitation Centers, Ltd. (collectively, "Athletico") _____ program (the "Program"). I represent that I understand the nature of this Program and that I am/my child is qualified, in good health, and in proper physical condition to participate in such Program. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue my/my child's participation in the Program. I fully understand that this Program involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my/my child's own actions, or inactions, those of others participating in the Program, the conditions in which the event takes place, or the negligence of the "released parties" named below; and that there may be other risks either not known to me/my child or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I or my child may incur as a result of my/my child's participation in the Program.

I hereby release, discharge, and covenant not to sue Athletico, or their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Program takes place, (each considered one of the "Released Parties herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the Released Parties or otherwise, including negligent rescue operations and further agree that if, despite this assumption of risk, and release and waiver of liability, and I, or anyone on my behalf, makes a claim against any of the Released Parties, I will indemnify, save, and hold harmless each of the Released Parties from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read the ASSUMPTION OF RISK; RELEASE AND WAIVER OF LIABILITY; AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

I acknowledge that no oral or written statements or agreement contrary to this document have been made to me or my child and that this document supersedes any and all prior statements and agreements with Athletico. This document may only be changed in a writing executed by Athletico. The agreements in this document shall be continuing and shall not terminate without the prior written consent of Athletico. I fully understand the possible risks and dangers involved in the Program and have read, understand and voluntarily sign this document.

Date: _____
Printed name of participant

Signature of participant (if not a minor)

PARENTAL CONSENT

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such Program. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Released Parties from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Released Parties, or any of them, or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Released Parties, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Released Parties from any litigation expenses, attorney fees, loss liability, damage, or cost any Released Party may incur as the result of any such claim.

Date: _____
Printed name of Parent/or Legal Guardian

Signature of Parent/or Legal Guardian