



## **Informed Consent, Assumption of Risk, and Waiver of Liability**

### **Informed Consent:**

I understand I will be using resistance equipment, including (but not limited to): kettlebells, resistance bands, medicine balls, clubs, suspension training, stability balls, barbells/plates, dumbbells, ropes, tires, sleds, and others. I also may perform any of the exercises utilizing no external device, i.e. bodyweight exercises and ground based movements with or without various resistance items and on terrains found within or outside: 6440 Fulton St E, Suite 150, Ada, MI,

49301. I acknowledge the fact that the following risks of injury are present:

- Loose collars or damaged plates on free weights could cause the weights to fall off and cause injury to myself and/or others.
- Wet or sweaty hands/feet, or equipment could cause slippage off the equipment and cause injury to myself and/or others.
- When using rubber bands/elastic cords, they may snap back against me with significant force when stretched, or may pull loose if not attached in a secure fashion to sturdy objects, and cause injury to myself and/or others.
- When using any equipment in any range of motion, with an amount of resistance, or in any other way not prescribed to me by Adam Homolka/Endurance Rehabilitation & Athletics, PLLC (collectively hereinafter "ERA"), a dislocation, subluxation, sprain, strain, fracture, contusion, abrasion, inflammation, rupture, bulge/herniation, or other injury may occur to the body's soft tissue, bone, connective tissue, internal organs/systems, nerves, and vessels.
- During or after and form of exercise, abnormal blood pressure responses, irregular heart rate and rhythm, dizziness, muscle soreness, inflammation, breathing difficulties, pain, and in more severe cases a heart attack, stroke, etc; or even death may occur. I understand that engaging in this activity will place a workload on my lungs, heart, bones, joints, and soft/connective tissue (my cardiorespiratory and skeletal/muscular systems). I confirm that the information provided in my Medical/Health History Form is accurate. I understand that my treatment may consist of manual therapy (hands-on) techniques to improve joint/soft tissue/neural alignment, mobility, and/or activation. I have been informed that I am encouraged to ask any questions to clarify the need/purpose of any manual technique performed on me to the level that I am comfortable and approve of its application.

**Initials** \_\_\_\_\_

### **Assumption of Risk:**

For, and in partial consideration of my participation in this activity, I hereby assume all risks associated with my participation in this activity. I understand that it is my responsibility to monitor my own condition and equipment while participating in the precise therapy program given to me by, and only by, ERA. I also agree to cease participation and notify ERA immediately, if any unusual or unnatural symptoms occur. I will inspect all equipment before, and during each use for any area of discoloration, wear, nick, cut, crack, or any other signs of weakness or age, and will not use any equipment which exhibits any such indication. I will safely use the equipment using extra care for my own safety and others in the area, and only with appropriate supervision. I will follow the instructions and prescribed methods for each exercise. I am expected to monitor my own physical signs and symptoms, and stop immediately if I feel any adverse physical reaction including: faint, dizzy/light headedness, shortness of breath, pain, nausea/vomiting, or others, and notify an ERA employee immediately.

**Initials** \_\_\_\_\_



**Informed Consent, Assumption of Risk, and Waiver of Liability**

Waiver of Liability:

For, and in further partial consideration of my participation in this activity, I hereby agree to hold harmless and indemnify, ERA from any and all claims, suits, losses, or related cause of action for damages incurred during or arising in any way from this activity. And on behalf of myself, my family, and my estate, I waive any liability or responsibility or negligence of ERA for the same.

**I HAVE READ, AND FULLY UNDERSTAND THIS INFORMED CONSENT, ASSUMPTION OF RISK, AND WAIVER OF LIABILITY.**

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Date

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT  
(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless ERA from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Date