



INFORMED CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AGREEMENT

In consideration of gaining membership and being allowed to participate in the activities and programs of the KW UNSUPERVISED SITE WELLNESS/FITNESS CENTER and to use its facilities, equipment and machinery, I hereby for myself, my heirs, and executors do release, discharge, and covenant not to sue KEYSTONE WELLNESS LLC, CABI LLC, KEYSTONE ORTHOPEDIC PT, L.L.C., their SUBSIDIARIES AND AFFILIATES, or their officers, agents, employees, representatives, and executors (hereinafter referred to as "Released Parties") from any and all claims for injury, death, or damages, losses, or other liability which arises out of my participation in activities or use of equipment or machinery at said facility, whether or not the injuries or damages are caused or alleged to be caused in whole or in part by the ordinary negligence of Released Parties. Despite this release, waiver of liability, and assumption of risk, if 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.

PLEASE INITIAL _____

I understand and am aware that strength, flexibility, and aerobic exercise, including the use of exercise equipment, is a potentially hazardous activity, which can cause death or serious injury, including but not limited to, heart attack, injury to joints, tendons, muscle, musculoskeletal structure, other soft tissue and bone structure, and I also understand that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved.

PLEASE INITIAL _____

I do hereby further declare myself to be physically sound and free from any condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities as hereinafter stated. I do hereby acknowledge that, depending upon my risk factors, that I have been informed of the need for physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I acknowledge that I have either had a physical examination and have been given permission by my physician to participate, or that I have decided to participate in the activity and/or use of equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities.

PLEASE INITIAL _____

I have carefully read this informed consent and release of liability and fully understand that this is a waiver and release of liability for damage, injury, or death even where such damage, injury or death is caused in whole or in part by the ordinary negligence of "Released Parties".

PLEASE INITIAL _____

Should I become ill or injured while participating in or at the Wellness Center, I give permission and hereby grant the authority for Keystone Wellness LLC staff members, or Keystone Wellness chaperones or volunteers, to (1) render first-aid emergency treatment AND/OR (2) to obtain emergency care for myself; (3) to obtain the medical attention they may deem necessary for myself. I further authorize the above designated to execute that consent required in connection with such advice or treatment. I hereby release said persons from and agree to indemnify them against any liability arising out of the exercise of the authority here granted.

PLEASE INITIAL _____



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I understand that if I am injured, becomes unconscious, suffers a stroke or heart attack or any other medical emergency arises, there will likely be no one to respond to his or her emergency and that Keystone Wellness has no duty to provide assistance to said member while he or she is at Keystone Wellness. I understand that even though Keystone Wellness is equipped with surveillance cameras, help may not be available. Should member become ill or injured while participating in activity at Keystone Wellness, member gives permission and authority to staff members.

PLEASE INITIAL _____

I have read the "AGREEMENT", and 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 intent 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 expressly agree that the terms of release and indemnity contained herein are intended to be as broad and inclusive as is permitted by the laws of the state of Pennsylvania. Also, by signing below, you have read, understand, and will comply with the Rules and Regulations.

PRINTED NAME OF MEMBER

SIGNATURE OF MEMBER

DATE