

CONSENT AND WAIVER OF LIABILITY

Acknowledgement of Voluntary Participation

I, _____, through the scheduling and/or purchase of athletic performance test sessions at Boulder Performance Lab, have agreed to participate voluntarily in a series of physically strenuous exercise tests, including, but not limited to, aerobic and anaerobic exercise, cycling, jogging and/or treadmill running.

Initials _____

Acknowledgement of Health

I declare myself physically and mentally sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in athletic performance test sessions or my use of Equipment (as defined below). I acknowledge I have been informed of the need for a physician's approval for my participation in the athletic performance test session activities or in the use of Equipment. I recognize it is my sole responsibility to obtain an examination by a physician prior to involvement in any exercise or physical testing program. I acknowledge I have either had a physical examination and been given my physician's permission to participate, or if I have chosen not to obtain a physician's permission prior to beginning this athletic performance testing session, I acknowledge I am doing so at my own risk.

Initials _____

Equipment

The equipment or machinery to be used in connection with the athletic testing sessions, includes, but is not limited to, trainer-mounted bicycle, exercise bicycle, treadmill and similar items ("Equipment"). Furthermore, I take sole responsibility for any Injuries sustained while using Equipment.

Initials _____

Assumption of Risk

I understand and am aware that athletic performance testing activities, including the use of Equipment, are potentially hazardous activities. I acknowledge the possibility that injuries and physical and mental changes ("Injuries and Changes") arising during and/or resulting from engaging in athletic performance testing activities does exist. Injuries and Changes include, but are not limited to, abnormal blood pressure, fainting, disorders in heartbeat, heart attack, and, in some instances, death. I understand Injuries and Changes could result in my becoming partially or totally disabled and incapable of performing any gainful employment or having a normal social life. I am voluntarily participating in athletic performance testing activities and using Equipment with knowledge of the dangers involved. I understand and take sole responsibility for any and all Injuries and Changes that may occur to myself related to any and all athletic performance testing activities. Although Boulder Performance Lab and ALTA Physical Therapy will take precautions to ensure my safety, I expressly assume and accept sole responsibility for my safety and for any and all Injuries and Changes that may occur.

Initials _____



Boulder Performance Lab at ALTA Physical Therapy and Pilates
2955 Baseline Road Boulder, CO 80303
Phone: 303.444.8707 X 109 Fax: 303.444.8109
www.BoulderPerformanceLab.com



Waiver and Release of Liability

In consideration of my voluntary participation in athletic performance training, I hereby agree to hold harmless Boulder Performance Lab and ALTA Physical Therapy, its respective representatives, executors, agents, and assigns from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected to my participation in any and all athletic performance testing activities, use of Equipment, or any and all acts or omissions, including negligence by Boulder Performance Lab and ALTA Physical Therapy, and its representatives. This waiver and release of liability includes, but is not limited to, (a) Injuries and Changes to myself and/or others, including but not limited to test technician, that may occur as a result of (i) Equipment that may malfunction or break; (ii) any and all defects, latent or apparent, in the design or condition of Equipment; (iii) any and all slips, falls, or dropping off Equipment; (iv) any and all improper maintenance of Equipment or facilities; and (v) any hazardous condition that may exist on the premises, including, but not limited to, the specific workout area; (b) damage to property, including but not limited to, Equipment and the premises.

Initials _____

Conclusion

I acknowledge and agree no warranties or representations have been made to me regarding the results I will achieve from this athletic performance testing. I understand results are individual and may vary. I acknowledge I have thoroughly read this waiver and release and fully understand it is a waiver and release of liability. By signing this document, I am waiving any right I, or my heirs and/or assigns, may have to bring any and all legal actions or assert any and all claims against Boulder Performance Lab and ALTA Physical Therapy, its respective representatives, executors, and/or assigns. I represent and warrant I am signing this agreement freely and willfully and not under fraud or duress. I further represent and warrant no social relationship exists between Boulder Performance Lab and ALTA Physical Therapy and me, or if such a social relationship exists, for purposes of my testing sessions, Boulder Performance Lab and ALTA Physical Therapy and I have assumed a strict business relationship, and I understand any social relationship does not render this waiver invalid. These exculpatory clauses are intended to apply to any and all activities occurring during the time for which I have contracted and am conducting athletic performance testing with Boulder Performance Lab.

Initials _____

_____ Date: _____
Participant's name (please print)

_____ Date: _____
Participant's signature

_____ Date: _____
Parent/guardian signature (if applicable)

_____ Date: _____
Test Administrator's signature



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