



## **LIABILITY WAIVER**

**TAKE NOTICE: This document affects important legal rights.**

*BY SIGNING AND PARTICIPATING IN FITNESS ACTIVITIES YOU AGREE TO WAIVE AND HOLD SWEETGRASS PLASTIC SURGERY HARMLESS FROM LIABILITY FOR ANY AND ALL INJURIES AND LOSSES SUSTAINED BY YOU IN CONNECTION WITH YOUR FITNESS CENTER ACTIVITIES.*

Sweetgrass Plastic Surgery & Spa requires that all patients follow safety rules and instructions that are designed to protect the patient's safety. However, patients must recognize that there is an inherent risk of injury when choosing to participate in fitness activities.

You are solely responsible for determining if you are physically fit and/or adequately skilled for fitness activities. It is always advisable, especially if the patient is pregnant, suffers from an underlying medical condition, takes medication, smokes cigarettes, has a family history of coronary disease, or has recently suffered an illness, including COVID-19, injury or impairment, to consult a physician before undertaking any fitness activity.

### **Warning of Risk**

Aerobic and other fitness activities such as passive /resistive weight training, use of stair machines, jogging, free weights, and other training devices are intended to challenge and engage the physical, mental and emotional resources of the patient. Despite careful and proper preparation, instruction, medical advice, and conditioning, there is still a risk of serious injury. All hazards and dangers cannot be foreseen.

Depending on the particular activity, certain risks, dangers and injuries due to overexertion, improper technique, ignoring safety precautions, failing to follow instructions, slips and falls, unfamiliarity with the equipment and/or

exercise, equipment failure, failure in supervision/instruction, premises defects and other risks inherent to the particular activity exist.

Depending upon a person's physical condition, age and/or skill level, fitness activities can involve a substantial risk of the following types of injuries. This list is by no means complete but some of the more common potential injuries include: (i) heart attack, stroke and circulatory problems, (ii) bone and joint injuries, (iii) back and neck injuries, (iv) shin splints, (v) muscle strain and other muscle injuries, and (vi) foot problems.

### **Medical Examination**

All patients are strongly encouraged to have a complete physical examination by a medical doctor prior to beginning any activity. If a patient has a history of heart disease, he/she should consult a physician before participating in any fitness activity.

### **Authorization**

In the event of an emergency, I authorize Sweetgrass Plastic Surgery & Spa to secure from any accredited hospital and/or physician, any treatment deemed necessary for my immediate care and agree that I will be responsible for payment for any and all medical services rendered.

### **Waiver , General Release of All Claims, and Assumption of Risk**

Please read this form carefully and be aware that in participating in any fitness activity at Sweetgrass facilities, you expressly assume the risk and legal liability for all injuries, damages, and losses you might sustain as a result of your participation and furthermore generally release Sweetgrass Plastic Surgery for any and all claims arising from such participation.

I recognize and acknowledge that there are certain risks of physical injury to patients in any fitness activities, and I voluntarily agree to assume the full risk of any and all injuries, damages, and/or losses, regardless of severity, that I may sustain as a result of said participation. As a material inducement for Sweetgrass Plastic Surgery & Spa to permit me to use the gym or fitness center, its facilities, and equipment, I hereby waive and hold Sweetgrass Plastic

Surgery & Spa harmless for any and all claims and damages (including legal fees) present or future, foreseen or unforeseen, anticipated or unanticipated (collectively "Claims"), I may have (or accrue to me) against Sweetgrass Plastic Surgery & Spa, including its shareholders, directors,

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agents, employees, and affiliated companies and partnerships and generally release Sweetgrass Plastic Surgery & Spa from any and all Claims, including but not limited to those involving: (i) participating in any supervised or unsupervised fitness center activities, (ii) use of any fitness center equipment, (iii) any loss or theft of personal property, and (iv) accidental injuries, such as "slip and fall" injuries within the fitness center or otherwise on the property of Sweetgrass Plastic Surgery.

I have read and fully understand the above important information, warning of risk, authorization, assumption of risk, and waiver and generally release of all claims.

Full Name: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Emergency Contact:

Name:

Phone:

Relationship:

Patients must submit a written cancellation notice to Sweetgrass Plastic Surgery & Spa to terminate their participation.

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