



## Hoplite Community Fitness

2275 Riley Rd, Suite #3

Sparta, WI 54656-1579

### Release of Liability

In exchange for participation in the activity of individual fitness training, group fitness training, physical therapy, or other activities organized by Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness), of 2275 Riley Road, Suite #3, Sparta, Wisconsin, 54656 and/or use of the property, facilities, and services of Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness), I agree for myself and (if applicable) for the members of my family or legal dependents, to the following:

- 1. Agreement to Follow Directions.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness), or the employees, volunteers, representatives, or agents of Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness).
- 2. Assumption of the Risks and Release.** I recognize that there are certain inherent risks associated with the above-described activity which may include, but are not limited to: falls which can result in serious injury or death, injury or death due to negligence on the part of myself, my child, my legal dependent, or other people around me; injury or death due to improper use or failure of equipment; strains, sprains, fractures, muscle soreness, or other musculoskeletal or neurological injuries. I am aware that these risks may result in serious injury or death to myself, my child, my legal dependent, or other people around me utilizing the facilities. I assume full responsibility for personal injury to myself and (if applicable) to my family members or legal dependents, and further release and discharge Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness) for injury, loss, or damage arising out of my or my family's use of, or presence upon, the facilities of Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness), whether caused by the fault of myself, my family, Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness), or other third parties.
- 3. Photography, Video, and Likeness Release.** Participants involved in any activities offered by Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness) may be photographed or videotaped. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness) website, social media accounts, or in any editorial, promotional, or advertising material produced and/or published by or on behalf of Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness).
- 4. Indemnification.** I agree to indemnify, defend, and hold harmless Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness) against all claims, causes of action, damages, judgements, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my, my child's, or my legal dependent's participation in activities organized by Adapt Physical Therapy & Fitness (DBA Hoplite Community Fitness) at the main building or abroad. This includes, but is not limited to: parks, recreational areas, playgrounds, areas adjacent to main building, and/or any areas selected for activities organized by Adapt Physical Therapy & Fitness (DBA Hoplite Community Fitness).
- 5. Fees.** I agree to pay for all damages to the facilities or equipment of Adapt Physical Therapy & Fitness (DBA Hoplite Community Fitness) caused by any negligent, reckless, or willful actions by myself, my family, or my legal dependents.
- 6. Consent for Minor (as applicable).** I consent to the participation of my child, or legal dependent, in the activity of individual fitness training, group fitness training, physical therapy, or other activities by Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness), and agree on behalf of my child, or legal dependent, to all of the terms and conditions of this agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of this individual for whom I am signing for.
- 7. Medical Authorization.** In the event of an injury to myself, to my family member, or to my child or legal dependent during the above-described activities, I give full permission to Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness) or to the employees, representatives, volunteers, or agents of Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness) to arrange for all necessary medical treatment for which I shall be financially responsible. This authority to arrange for all necessary medical treatment will be in effect during my, my child's, my

family, or my legal dependent's presence in facilities or in nearby locations (i.e. bathrooms, parking lot, on building property, etc.) in which Adapt Physical Therapy & Fitness (DBA Hoplite Community Fitness) operates. Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness) shall have the following powers:

- a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;
  - b. The power to authorize medical treatment or medical procedures in an emergency situation; and
  - c. The power to initiate life-saving procedures such as cardiopulmonary resuscitation (CPR), application & use of an automated external defibrillator (AED), and other first aid or basic life support in a suspected medical emergency. I understand and hold harmless individuals utilizing life-saving procedures based on recognition of Good Samaritan laws.
8. **Applicable Law.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Wisconsin law.
9. **No Duress.** I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire. I further agree and acknowledge that Adapt Physical Therapy & Fitness (DBA Hoplite Community Fitness) has offered to refund any fees I have paid to use its facilities if I choose not to sign this agreement.
10. **Enforceability.** The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or any other applications of such provision, as the case may be. Such invalid or unenforceable provision shall be deemed not to be a part of this agreement.
11. **Dispute Resolution.** The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure:

Any controversies or disputes arising out of or relating to this agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

12. **Emergency Contact.** In case of emergency, please call the following individual:

EMERGENCY CONTACT NAME

EMERGENCY CONTACT PHONE NUMBER

*I have read and understood the foregoing assumptions of risk and release of liability and I understand that by signing this document it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity under the direction of Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness). I acknowledge that I have been cleared to participate in physical activity, exercise, and other activities organized by Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness) without endangerment to myself or others. I further understand that by signing this document, I voluntarily surrender certain legal rights.*

Name of Participant:

Date:

Signature of Participant (or Legal Guardian if Participant is minor or legal dependent)