

Wellness Gym_ Sports Performance Waiver

Wellness, Sports Performance Fitness, Class, and Massage Participation Agreement & Liability Waiver

Client Name: _____

Date: _____

1. Purpose

Bout2bebetter Physical Therapy Inc. ("Bout2bebetter") provides **wellness services**, including (but not limited to):

- Exercise instruction
- Mobility and flexibility training
- Massage and bodywork
- Corrective or sport performance activities
- Group or semi-private classes

These services are **not medical care unless otherwise stated by a licensed provider in a plan of care.**

2. Fitness & Massage Are Voluntary Services

I understand that participation in wellness, Sports Performance fitness, massage, or group services is **voluntary**.

I may:

- Stop at any time,
- Request modifications,
- Communicate discomfort, pain, or concerns.

I agree to notify the provider of:

- Existing injuries
- Recent surgeries
- Conditions that may affect my participation

- Any change in symptoms during or after sessions
-

3. Scope of Services (Wellness vs. Medical)

Unless I am under an active **physical therapy plan of care**:

- The services I receive **are not diagnosis or medical treatment.**
- I am not receiving medical advice, prescriptions, or rehabilitation.

If at any time a provider recommends medical evaluation:

- I agree to follow-up with the appropriate healthcare professional.
-

4. Massage & Bodywork

If I choose to receive massage or bodywork services:

- **It is for relaxation, wellness, or general relief**, unless stated otherwise in a clinical plan of care.
- **Pain should not exceed mild discomfort.**
- I agree to communicate any sensations, boundaries, or concerns.

Bout2bebetter maintains **zero-tolerance** for inappropriate conduct by clients or staff.

5. Acknowledgment of Inherent Risks

I understand that physical activity, movement training, and massage naturally involve risk, including but not limited to:

- Muscle soreness or fatigue
- Strains or sprains
- Temporary discomfort
- Skin irritation
- Exacerbation of pre-existing conditions

Bout2bebetter will not ask me to perform activities beyond reasonable capacity, and I can decline any exercise or technique.

6. Release of Liability

To the extent permitted by California law:

I voluntarily release **Bout2bebetter Physical Therapy Inc., its employees, contractors, and agents** from liability for **ordinary negligence** related to participation in wellness, Sports Performance fitness, and massage services.

This release **does not apply** to:

- gross negligence
- reckless conduct
- intentional harm

I understand I am **not waiving my right** to seek help for serious or unsafe conduct.

7. Photography / Social Media (Optional)

I:

☐ DO consent

☐ DO NOT consent

to non-identifiable photos or videos of my participation for promotional or educational purposes.

I may withdraw consent at any time in writing.

8. Communication & Confidentiality

All personal information I share is confidential under HIPAA when services are connected to clinical care.

Wellness-only clients are protected under standard privacy practices and state law.

9. Minors

BOUT2BEBETTER PHYSICAL THERAPY

For participants under 18:

- A parent or legal guardian must sign this form.
- They must be present or provide written consent as required.

10. Acknowledgment

By signing below, I acknowledge:

- I have read and understood this agreement.
- I have had the opportunity to ask questions.
- I understand I may stop or modify participation at any time.

I am signing this document voluntarily.

Client Signature: _____

Printed Name: _____

Date: _____

Provider / Staff Signature: _____

Date: _____