

Performance Training / Gym Membership / Massage Services

Participation Agreement & Liability Waiver

Please print, complete, and bring to clinic or upload at jennifer@bout2bebetter.com.

Client Name: _____

Date: _____

1. Purpose

Bout2bebetter Physical Therapy Inc. ("Bout2bebetter") provides Performance Training / gym membership / massage services, including (but not limited to):

- Exercise instruction
- Mobility and flexibility training
- Massage and bodywork
- Corrective movement or Performance Training 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. Voluntary Participation

I understand that participation in Performance Training / gym membership / massage services is voluntary.

I may stop an activity at any time, request modifications, and communicate discomfort, pain, or concerns. Stopping or modifying an activity does not cancel my membership or subscription. Cancellation is governed by Section 10.

I agree to notify the provider of existing injuries, recent surgeries, conditions that may affect my participation, and 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 Performance Training / gym membership / massage services I receive are not diagnostic or considered 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 Services & Bodywork

When participating in Performance Training / gym membership / massage services, if I choose to receive massage or bodywork:

- 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 Performance Training / gym membership / massage services 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. Declining an activity does not cancel my membership or subscription; Section 10 governs cancellation.

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 Performance Training / gym membership / massage services.

This release does not apply to gross negligence, reckless conduct, or intentional harm.

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

7. Photography / Social Media (Optional)

☐ DO consent ☐ DO NOT consent

I consent or do not consent, as selected above, to photos or videos of my participation in Performance Training / gym membership / massage services 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.

Clients receiving Performance Training / gym membership / massage services outside clinical care are protected under standard privacy practices and state law.

9. Minors

For participants under 18, a parent or legal guardian must sign this form.

By signing, the parent or legal guardian authorizes the minor to participate in Performance Training / gym membership / massage services and, when applicable, treatment under an active physical therapy plan of care, without the parent or legal guardian being present, unless otherwise required by law or the provider.

10. Membership / Subscription Cancellation & Changes

To cancel my gym membership, I must submit a written cancellation request by email to jennifer@bout2bebetter.com at least 30 days before my requested cancellation date. If I do not want my gym membership to continue, I am responsible for submitting this written notice at least 30 days in advance.

Performance Training subscriptions may be cancelled directly in the app (app.bout2bebetter.com) and are subject to the applicable billing cycle.

Performance Training subscriptions may be upgraded or downgraded directly in the app and are subject to the applicable billing cycle.

11. Acknowledgment

By signing below, I acknowledge:

- I have read and understood this agreement.
- I have had the opportunity to ask questions.
- I may stop or modify any activity during Performance Training / gym membership / massage services at any time. This right applies to the activity itself and does not cancel my membership or subscription or change its billing obligations.
- Gym membership cancellation requires the 30-day written email notice described in Section 10. Performance Training subscription cancellations, upgrades, and downgrades are governed by the app and applicable billing cycle described in Section 10.

I am signing this document voluntarily.

Client Signature: _____

Printed Name: _____

Date: _____

Parent / Legal Guardian (if minor): _____

Provider / Staff Signature: _____

Date: _____