Exercise Therapy Service Agreement

THIS SERVICE AGREEMENT ("Agreement"), entered into this date of _____between **Pushing Boundaries**, a Washington Not-for-Profit Corporation (Pushing Boundaries), located in Redmond, Washington, and client (or legal client representative)_____(hereinafter referred to as "Client").

AGREEMENT

1. **Initial Consultation and Evaluation**
   The client's initial evaluation will be between one to two hours in length, depending on client's health/mobility status. During this time, the client will be weighed, measured, have vital statistics recorded, general health questions answered and participate in strength/movement testing. Initial consultations are billable.

   Client understands that their heart rate and blood pressure will be checked prior to participation in the program. Client further understands that this screening is not intended to diagnose any medical condition and that no physician will be present. Client understands that Pushing Boundaries evaluates the Client's endurance, strength and/or flexibility. Client also understands that they may experience mild discomfort during a fitness test and the Client may stop the exercise at any time. Client has been informed and understands that there exists the remote possibility during exercise and fitness training of adverse changes including abnormal blood pressure, fainting, disorders of heart rhythm, and very rare instances of heart attack, stroke or even death. Client has also been informed that emergency equipment and personnel are readily available to deal with unusual situations should these occur. Client will ask questions regarding any procedure that the Client is confused about.

   Upon completion of the Client's evaluation, a program will be designed considering the Client's strengths, weaknesses and goals. The Client understands that Pushing Boundaries is not a physical therapy clinic, nor does it employ medical staff; it is considered an exercise therapy center.

2. **Cost of Services**
   The Client agrees to pay for services rendered on a monthly basis. Billing is sent via postal service or email to the recipient's address and is due upon receipt. The client agrees to pay for services each month based on the number of hours scheduled, multiplied by the hourly rate. Payments are accepted by cash, check or credit card. Rates are billed at $100 per Therapy Hour, $110 per Lokomat Hour.

   Pushing Boundaries requires prepayment for services. Payment is due by the 10th day of each month. If a company or state entity or other authorizing agent such as L&I or DSHS is taking responsibility for the costs of services of said client, Pushing Boundaries will accept payment on a net 30 term. Such entities will be invoiced at the end of the month. Monthly invoices will be submitted via email to the payee and is due upon receipt.

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Pushing Boundaries | 4162 148th Ave NE, Redmond Washington 98052 |P: 425-869-9506 |F: 425-869-9482 | www.pushing-boundaries.org

3. Medical Clearance

Client certifies that they are able to participate in the Pushing Boundaries program and has not been advised otherwise by a qualified medical person. Client understands that the information and treatments obtained by participating with Pushing Boundaries do not constitute medical treatment, diagnosis or advice. Client understands that Client should seek the advice of a physician or other qualified health provider if Client has questions about a medical condition or the advisability of participating in this program. Client understands that a bone density scan will be required by Pushing Boundaries before Client may enter the Pushing Boundaries program, and, since required, acknowledges that Client will have taken such bone density test and shared the results of such test with Pushing Boundaries before beginning any program with Pushing Boundaries. Pushing Boundaries does not interpret results of the completed bone density scan; the results must be interpreted by the Client's qualified medical team and referred to in the Client's Medical Clearance Form.

Elevated Care Clients: It is mandatory that Clients requiring additional elevated assistance (i.e. ventilators, catheters, etc.) provide their own additional caregivers during the course of their exercise session. Pushing Boundaries, its staff and/or volunteers do not provide assistance with ventilators; private caregivers trained and experienced to work with additional ventilation equipment must be present at all times while Client is on the premises of Pushing Boundaries.

4. Waiver of Liability

Client waives, releases and discharges from any and all claims or liabilities for any loss, damage, theft or injury of any kind which arise out of or related to its participation in, or it's traveling to and from the Pushing Boundaries facility, including, but not limited to:

a) Any known or unknown, foreseen or unforeseen illness, bodily or personal injury,

b) Loss of life, and

c) Any attorney's fees, costs, expenses, or charges sustained, directly or indirectly, or alleged to have been sustained, or in any fashion arising from, in connection with, or resulting from its participation in the Pushing Boundaries program, even if due to the negligence of Pushing Boundaries or any employee, volunteer, director, officer, Client, owner or agent thereof.

5. Hold Harmless

Client will indemnify and hold harmless Pushing Boundaries and any and all employees, volunteers, directors, officers, Clients, owners, assignees and agents thereof from any claim, demand and/or cause of action of any nature whatsoever, related to Client's participation in the Pushing Boundaries program, even if due to the negligence of Pushing Boundaries or any such employees, volunteers, directors, officers, Clients, owners, assignees and agents, including, but not limited to any and all losses, liabilities, damages, costs and expenses (including reasonable attorney fees) arising out of such actions.

6. Confidentiality and Use of Information

Client has been informed that the information that is obtained in this exercise program will be treated as privileged and confidential and will consequently not be released or revealed to any person without Client's expressed written consent. Client does, however, agree to the use of any information that is not personally identifiable with Client for marketing, research and statistical purposes, so long as same does not identify Client or provide facts that could lead to Client's identification. Any other information obtained, however, will be used only by Pushing Boundaries in the course of prescribing exercise for Client and evaluating Client's progress in the program.

7. Assumption of Risk

The activity programs offered by Pushing Boundaries have been designed and established to provide the optimum level of beneficial exercise and enjoyment without compromising the health and safety of those who participate in the activities. Because of the nature of the program made available by Pushing Boundaries and/or its employees, and the equipment which is an integral part of many of the activities, there is an inherent risk of injury. Many recreational activities and athletic programs involve substantial risk of illness, bodily injury, property damage, and other dangers associated with participation in such activities. the Client hereby personally assumes all risks connected with participating in any and all of Pushing Boundaries' program, of their own free will and volition, and acknowledges that participation in any exercise program may involve inherent risks of physical injury including, but not limited to, broken bones, strains, sprains, bruises, concussion, heat-related illnesses (hyperthermia), abnormal heart beats, abnormal blood pressure, and in rare cases, a heart attack, stroke, and possibly death. These risks characterize any exercise activity and result in a practical limitation placed on Pushing Boundaries in its efforts to prevent injuries to participants, whether actively participating in exercises, utilizing the equipment, or utilizing the area in which exercise takes place. This program enlists the Client's assistance in assuring that the training area and the equipment are utilized in a proper manner so that the inherent risks which exist under the control of Pushing Boundaries, as well as those outside the control of Pushing Boundaries, and partially within the control of each individual participant are minimized by the Client's thoughtful and cautious use of both the equipment and the surrounding area.

The Client further releases the instructors, agents, and operators, including but not limited to the persons mentioned for any injury or damage which may be incurred by Client while the Client is enrolled in the fitness or performance program, including all risks connected with the Client's participation, whether foreseen or unforeseen; and further hold harmless Pushing Boundaries and individuals from any claim by Client, or Client's family, estate, heirs, or assignees, arising out of the Client's enrollment and participation in this program.

Client further acknowledges and forever releases Pushing Boundaries and its owners, operators, agents, employees or instructors will not be held liable in any way for any occurrence in connection directly or indirectly with the Client's physical fitness, therapy and performance, which may result in injury, death, or damages to Client's property, self or family, heirs, or assignees whether caused by negligence of Pushing Boundaries or that of its officers, agents, or employees.

In consideration of the above factors, the Client acknowledges the existence of risks in connection with these activities, assumes such risks, and agrees to accept the responsibility for any injuries sustained by him/her in the course of his/her use of the training area and/or the equipment. More specifically, the participant acknowledges and accepts risks in one or more of the following general areas:

A) The use of exercise equipment.

B) Accidents or injuries which occur within the facility.

C) Possible injuries or medical disorders arising out of the Client exercising at the facility, such as heart attack, stroke, heat stress, or other injuries which may arise such as sprains, broken bones, torn muscles, torn ligaments, etc.

The Client further acknowledges the existence of and the need for certain rules and procedures concerning the use of equipment and facility that are a part of the training session/facility. He/she/they agrees to abide by those rules and to make every individual effort to assure that the equipment and facility are kept in a safe and usable condition.

8. **Freedom of Consent**

Client participation in Pushing Boundaries' exercise therapy program is voluntary. It is within the client's right to seek clarification, understanding, and additional information before participating in any aspect of exercise therapy. The client is free to revoke consent on any aspect of care at any time.

9. **Confirmations**

Client hereby confirms that he/she/they is 18 years of age or older, he/she/they has read this document and understand its contents. **If under age 18, a parent or legal guardian must sign and agree to the terms of this agreement on behalf of Client. If the Client is unable to sign this document, the Client's Power of Attorney must sign on their behalf.** The Client acknowledges that he/she understands and agrees to the terms and conditions of this agreement, including without limitation all waivers of liability contained herein.

Client further states that Client is of lawful age and legally competent to sign this aforementioned release; that Client understands that the terms in this document are contractual and that Client has signed this document of their own free will. With such, Client agrees to pay for all legal fees accumulated by Pushing Boundaries incurred by any claims made by Client or on Client's behalf.

I, the Client, have fully informed myself of the contents of this 4 page document and have read all its contents before signing it.

I have been advised to submit, at my own expense and time, to a medical examination, and assume my own responsibility of physical fitness and capability to perform under the normal conditions of the fitness and therapy program, and am physically fit as tested by a medical examination.

I further understand that I am financially responsible for all services rendered and fees incurred while seeking exercise therapy at Pushing Boundaries.

Client Signature	*Date*
Legal Guardian or Caretaker (Please Print)	*Relationship*
Legal Guardian or Caretaker Signature	*Date*

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