



Wellness Program

Individual Consent, Release, Waiver of Liability and Indemnity Agreement

I understand and agree that the exercise opportunities offered through the facility of Pittman Physical Therapy, L.L.C.'s Well Program (Pittman P.T.) allows a person to engage in various exercises and / or physical activities potentially beneficial to one's health and well being.

However, I recognize and understand that there are inherent risks of various physical and mental conditions, illness and / or injuries associated with: (a) engaging in any exercise of physical activity; (b) the use of equipment at Pittman P.T. and / or; (c) the use of the Pittman P.T. facility. I recognize and understand such risks include any and all types of physical injuries, physical and mental conditions and / or illness including, but not limited to, sprains, broken bones, concussions, lacerations, abnormal blood pressure, heart beat disorders, fainting, shortness of breath, chest pain, strokes, heart attack or even death.

I further recognize and understand that any and all such risks are compounded, in that the exercise and / or physical activity opportunities of Pittman P.T. are unsupervised including, but not limited to, use of its gym, all types of exercise equipment and or dressing room and shower.

I hereby agree and consent to voluntarily engage in any and all exercise and physical activity opportunities, supervised or unsupervised at Pittman P.T. I also agree and consent to voluntarily use the Pittman P.T. exercise equipment and to voluntarily use the Pittman P.T.'s facilities at my own risk and with full knowledge and appreciation of any and all dangers and risks inherent therein.

I hereby assume full responsibility for any and all risks of any and all bodily injury, illness, death and / or property damage or loss suffered by me.

I hereby release, waive, and forever discharge and / or covenant not to sue Pittman P.T., Pittman P.T.'s owner, director, officers, agents, servants, and / or it's employees for any and all loss, liability, damage or cost of any type which I may incur as a result of or related to any illness, condition, and / or injury to my person or property or as a result of my death, and / or as a result of engaging in any exercise and activity opportunities at Pittman P.T. and any use of Pittman P.T.'s equipment and / or any use of the Pittman P.T. facilities.

I further hereby acknowledge the existence of, the need for, and my understanding of, certain rules and regulations concerning the use of Pittman P.T.'s equipment, facilities and other procedures related to activities at Pittman P.T. I therefore, agree to abide by any and all rules adopted by Pittman P.T.

I hereby acknowledge that I have read the preceding prior to agreeing, and understand that I am executing a consent, release, waiver of liability, and indemnity agreement document.

This agreement, the "Wellness Program" regulations and rules promulgated for the use of Pittman P.T. are binding on me in using Pittman P.T. facilities and equipment.

Signature

Date

Print Name



WELLNESS PROGRAM
ADDITIONAL TERMS AND CONDITIONS

MEMBERSHIP INFORMATION: If you have any questions regarding your membership, please contact Pittman Physical Therapy, L.L.C.

DEFINITION OF PARTIES: In this contract, the words “you”, “your”, and / or “yours” refer to the Buyer or Member as the context requires. The words “we”, “us” and “our” refer to Pittman Physical Therapy, L.L.C. or its assigns.

SERVICES: We agree to provide you with the use of our facility and all equipment and amenities therein.

MONTHLY DUES: Monthly dues represent the cost of having use of Pittman Physical Therapy’s facility on a monthly basis. Dues are due and payable on the first (1st) day of each month.

WAIVER, RELEASE AND INDEMNITY: You shall use our facility at your own risk. If you are aware of any personal health problems, we urge you to see your doctor before using our facility. By signing this contract, you hereby waive any and all claims against Pittman Physical Therapy, L.L.C., it’s owners, director, officers, employees, attorneys, agents and any other affiliates, of and from all claims, demands, judgments and causes of action, suits at law or inequity past or future, and all claims of every kind, character and description that might arise and accrue to you as a result of any injuries attained by the operating or using weight training equipment, or exercising or participating in any manner in the activities that take place on our premises. You also agree to indemnify, protect and hold harmless Pittman P.T., it’s owners, officers, employees, attorneys, agents, and any other affiliates from all claims for injuries and damages on account of any action, claim or demand by any person and for all judgments, costs and / or expenses, including attorney’s fees, by reason of the injuries, expenses, damages or claims of injuries suffered by you. You hereby warrant that you are legally waiving, forever, all claims against Pittman Physical Therapy L.L.C., its owners, officers, employees, attorneys, agents and any other affiliates from all claims for injuries and damages.

DEATH OR DISABILITY OF BUYER: If you are unable to receive services by reason of death or disability, then you and your estate shall be relieved of this obligation of making payments for such services other than those received prior to death or the onset of the disability, and if you had prepaid any sum for services the sum shall be pro-rated according to the used portion and promptly refunded to you or your representative.

YOUR MEMBERSHIP INCLUDES:

No Contract
Complimentary Equipment Orientation
Unlimited Use of Equipment
Wellness Coaching
Professional, Certified / Licensed Staff
\$5.00 Discount on Yoga Classes

FEES ARE AS FOLLOWS:

\$45.00 Per Month
\$40.00 Per Month for Seniors 65+
Yoga Classes Without Membership \$45.00 for 5 Classes, With Membership \$40.00 for 5 Classes

Don't limit your physical potential. Come join us and get fit. You have nothing to loose but those love handles. Take a free tour of our facility and equipment. Our licensed staff would be more than glad to give you a tour and explain the benefits of our exercise equipment.

Hope to see you soon.

Pittman Physical Therapy, L.L.C.



Collierville, TN 38017
930 West Poplar
Suite 5
PHONE: 901.850.5246
FAX: 901.850.5226

NOTICE OF PRIVACY PRACTICES / INFORMATION POLICIES

This notice describes how your health information may be used and disclosed and how you can access this information. Pittman Physical Therapy, L.L.C. will always keep your health information secure and private.

Ways in which your confidential information may be used or disclosed without your authorization:

The law permits us to disclose information to those involved in your treatment.

We may disclose your information for billing purposes, gaining insurance or benefits information, insurance authorization and payment for services.

Your healthcare information may be used during normal healthcare operations.

We may use your information to contact you, to call to remind you of your appointments, for scheduling purposes or to inform you of insurance benefits. This may involve leaving messages on an answering machine or with the person who answers the phone.

We may release some or all of your information when required by law.

Your authorization is required to disclose your health information to other healthcare providers, individuals or third parties requesting information about you.

You have the right to:

Know of any uses or disclosures we make with your health information beyond the above normal uses.

Transfer copies of your information to another practice.

(2)

To see and receive a copy of your health information. With a few exceptions. Request must be in writing.

(We may charge a reasonable copy fee.)

Request that we amend your confidential information. Request must be in writing. (If we agree with the request we will not alter the earlier document, but will add an addendum.)

Pittman Physical Therapy, L.L.C. will maintain the privacy of your confidential information as required by law and by the notice currently in effect.

If you feel that your rights have been violated, you may contact:

Department of Health and Human Services
200 Independence Avenue SW, Room 509F
Washington, DC 20201

You will not be penalized for filing a complaint. However, before filing a complaint or for assistance regarding the privacy of your health information, please contact Jeremy with Pittman Physical Therapy, L.L.C. at 901-850-5246.

Patient's Signature: _____ Date: _____

We may leave a message on your answering machine or with any individual that may answer your telephone: YES _____ NO _____

Please name an individual or individuals whom we may speak with concerning your treatment in the event should become necessary: _____
