

Patient Disclaimer and Release Of Liability

I, the undersigned patient, in receiving care, treatment and other services from **Release Physical Therapy PLLC** ("Provider") located at the Club facility known as Equinox Washington LLC d/b/a Equinox - Washington D.C. at 1170 22nd Street N.W., Washington, D.C. 20037 (the "Club"), hereby acknowledge that the relationship between the Club and Provider is strictly that of landlord and tenant, respectively. I further acknowledge that neither the Club nor any person or entity affiliated with the Club has any responsibility or liability for any injuries, claims or damages arising from any treatment or other services performed by Provider.

In addition, I understand that I might have access to use certain areas of the Club under the direction of the Provider and agree to the following:

1. Assumption of Risk. I understand that engaging in physical exercise includes an inherent risk of minor or major life threatening injury to persons and property, and death, including, but not limited to injury arising from or relating to your participation in any supervised or unsupervised personal training or instruction conducted in or outside the Club. I hereby expressly agree to assume full responsibility for all bodily injury, death, property damage, and theft or loss of personal property, that might result from my use of the Club, equipment, services, programs, and personal training or instruction, no matter what causes such injury, damage or loss, including the active or passive negligence of the Club, its employees, agents, or independent contractors.

2. Waiver and Release of Liability. By my execution of this Agreement, I hereby waive any claims or rights that I may have hereafter against Equinox Sports Club, the Club and its and their respective owners, affiliates, officers, directors, employees, independent contractors and agents (collectively, the "releasees") and agree to release and hold the releasees absolutely harmless from any and all claims, demands, injuries (including death), damages, losses, liabilities, actions, suits, or causes of action to persons or property, present and future arising from or related to my use of the Club, including the equipment, services programs, and personal training or instruction conducted inside or outside the Club, whether caused by the negligence of the releasees, except as to such claims which may arise from the gross negligence or willful misconduct of the releasees. I acknowledge that I have carefully read this Waiver and Release of liability and fully understand it is a release of liability.

Patient's Signature: _____

Patient's Printed Name: _____

Date: _____

