

Active Rehab Center, Inc.

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PHYSICAL THERAPY AND MASSAGE CLINIC

28200 John R Road, Madison Heights, MI 48071 Phone: 248-399-1060
46693 Van Dyke Avenue, Shelby Township, MI 48317 Phone: 586-803-0303

PARTICIPATION AGREEMENT AND ACKNOWLEDGEMENT OF RISK

I hereby fully consent to and authorize the Physical Therapists, Physical Therapist Assistants, Massage Therapists and other employees, agents and staff of Active Rehab Center, Inc. to provide me with Physical Therapy, Massage, electrical stimulation, hot packs and/or other treatment and modalities associated thereto as may in their professional judgement deem helpful to me at Active Rehab Center, Inc. I have discussed with my prescribing physician(s) and/or Active Rehab Center, Inc., the course of treatment which has been recommended and planned for me and fully understand the Benefit that such treatment may provide for me. Further, my Physical Therapist from Active Rehab Center, Inc. has fully explained to me the possibilities of risks, reactions and the possible side effects of the treatment, known and/or that there may be unknown effects of treatment. I further understand that there is no guarantee given to me as to the results of such therapy and/or treatment.

In consideration of the services of Active Rehab Center, Inc., the owner, Arnold Slominski, all employees, and other persons or entities acting in any capacity on its behalf, I hereby agree to release and discharge Active Rehab Center, Inc., including its physical therapists, assistants, employees, agents and representatives, on behalf of myself, my heirs, assigns, and personal representative as follows:

1. I understand and acknowledge that the activity I am about to engage in bears known and unknown risks and unanticipated risks that could result in injury, death, illness, disease, emotional stress, mental damages or damage to myself, to property or to third parties.
2. I expressly agree and promise to accept and assume all of the risks in participating in said therapy and/or treatment existing in the activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the possible risks.
3. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify, including costs, court costs and actual attorney fees, that Active Rehab Center Inc. and/or its employees, agents and/or representatives incur from any and all liability, claims, demands, actions or rights of participation in this activity, including anything that was not the result of any professional malpractice/negligence on the part of Active Rehab Center, Inc.
4. I hereby further voluntarily release, forever discharge, and agree to hold harmless and indemnify Active Rehab Center Inc. from any and all liability, claims, demands, actions or rights of participation in this activity, including those allegedly attributable to the negligent acts or omission of Active Rehab Center, Inc.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN; THIS ACTIVITY, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ACTIVE REHAB CENTER, INC. ITS AGENTS, OWNERS, EMPLOYEES, AND OTHER PERSONS AND ENTITIES ACTING IN ANY CAPACITY ON ITS BEHALF EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED SUCH INJURY OR DAMAGE.

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5. Should Active Rehab Center Inc., or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs, including all actual attorney fees.
6. That in the event any part of this agreement is determine to be void, against public policy and/or unenforceable under the law for any reason, it is agreed that the remaining parts of this agreement shall remain in full force and effect at all times. It is also agreed that this agreement shall also be considered to have been signed, entered into and agreed to by all parties as of each date any service was and/or will be provided to me by Active Rehab Center, Inc. in the past, present and into the future.
7. I certify that I have health, accident and liability insurance to cover any bodily injury or property damages I may suffer while participating in this event or else I agree to bear the costs of such injury or damage myself.

My signature below indicates that I have had sufficient opportunity to read the entire document that I have read it, and that I understand it, and that I understand its effects of it's effects of my legal rights, I agree to be bound by its terms.

Print Participant's Name: _____ DOB: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Signature of Participant or Legal Guardian: _____

Date: _____