

Lift Biomechanics™

Optimal Form, Optimal Function

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POLICIES, WAIVER, AND RELEASE OF LIABILITY

I, _____ (herein after referred to as “Client”) desire to use the Educational Services of (herein after referred to as “Educational Services”) provided by Pamela Rief (herein after referred to as “Educator”).

Client agrees to the following terms and conditions therein:

1. I have consulted with a physician who approves Client’s use of the Educational Services, including without limitation, hands-on postural education, yoga instruction, biomechanics training, verbal coaching, visual presentation, practice, and prop-use within and outside of sessions with Educator.
2. I understand that the Educator is not a medical practitioner, unable to make medical diagnoses, and rarely covered by medical insurance (though Educational Services may be covered by Health Savings Accounts).
3. I acknowledge that I will be engaging in activities that involve an insignificant risk of injury, in which social and economic losses may result not only from my own actions, inactions, or negligence, but from the action, inaction, or negligence of others, the condition of the equipment and/or the facilities (including parking lots), and/or other risks that may not be known to Client at the this time.
4. Despite being aware of the risks involved for the use of the Educational Services, Client voluntarily desires and agrees to use the Educational Services and related services provided by Educator. Client assumes all foregoing risks and accepts personal responsibility for any damages following such injury.
5. As further consideration for the privilege to use the Educational Services and related services, Client agrees that neither he/she, nor his/her spouse, domestic partner, heirs, assignees, guardians, or legal representatives will make any claim against Educator or any of its office-mates, officers, directors, employees, agents, independent contractors, shareholders, insurance companies, attorneys, affiliates, subcontractors, vendors, landlords, lessors, and/or its successors in interest for any injury, property loss, and/or damages resulting from Client’s presence and use of the Educational Services and related services, including use of parking lot operated by landlord or lessors.
6. Client releases, waives, discharges, and covenants not to sue Educator or any of its office-mates, officers, directors, employees, agents, independent contractors, shareholders, insurance companies, attorneys, affiliates, subcontractors, vendors, landlords, lessors, and/or its successors in interest (collectively, “Releasees”) from demands, losses, or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise related to the use of the Educational Services and its related services, including the use of the parking lot operated by the landlord or lessors.
7. Client further agrees to indemnify, defend and hold Educator, or any of its office-mates, officers, directors, employees, agents, independent contractors, shareholders, insurance companies, attorneys, affiliates, subcontractors, vendors, landlords, lessors, and/or its successors in interest harmless from all claims, actions, or demands, whether or not such matters are filed in a court with proper jurisdiction or through arbitration, that may result from my use of the Educational Services and related services, including without limitation, claims for bodily injury, emotional injury, sickness, loss of property, and/or other damages.
8. I understand that a particular result is not guaranteed, as individuals react differently, based on multiple factors.
9. I acknowledge that the Educator has the right to refuse service and the use of the facilities to any person whose conduct is harassing, offensive, inappropriate or is an unreasonable disturbance to the Educator or other clients, guests, vendors, employees, agents, and/or independent contractors, and that any such conduct which shall result in the Client’s expulsion and termination of the use of the Educational Services.

I have carefully read the above Policies, Waiver, and Release of Liability and understand that I have given up substantial rights by signing it and sign it voluntarily.

Dated: _____

CLIENT SIGNATURE