

Virtual Coaching Participation Agreement and Liability Waiver

Rebalance Physical Therapy offers virtual individual and group coaching programs. As a condition of participation in our program, you agree to the following. *If you do not agree, do not participate in our on-line session.*

- You attest that you are at least 18 years old to participate in our program(s). We do not intend for our program(s) to be used by individuals younger than 18.
- Our wellness/health coaching programs are intended to provide general education on topics related to health, including but not limited to pelvic health, healthy eating/general nutrition, stress management, sleep improvement, physical activity level, and healthy relationships. It is <u>not</u> intended as individualized medical, dietary or physical therapy advice. Always seek the advice of your own physician, physical therapist, dietician and/or mental health provider regarding any questions or concerns you have about your specific health problems or any medications, herbs or supplements you are currently taking and before implementing any information or suggestions provided in our coaching program. Do not disregard medical advice or delay seeking medical advice because of information you have received from our coaching program. Do not start or stop taking any medications without speaking to your own physician, nurse practitioner, physician assistant, mental health provider or other health care professional. If you have or suspect that you have a medical or mental health issue, contact your own health care provider promptly.
- Our wellness/coaching programs, even if targeted at a specific medical or physical problem, are intended to provide general education, not specific medical or physical therapy advice for you or any other particular individual. If we suggest self-assessment procedures, it is not intended to substitute for a medical or physical therapy exam. If we answer questions from you or other participants in the group, our answers are intended to be hypothetical only and not intended as specific medical or physical therapy advice for you or any other particular individual. You also understand and agree that none of our communications, whether in an individual or group session, establish a patient-therapist relationship. If you seek or require specific individualized advice, we will refer you to a provider in your area or recommend a physical therapy consultation via telehealth or in our office.
- You understand that although our program instructors may be physical therapists, our virtual programs, whether offered to the public for free or through a paid program, are <u>not</u> physical therapy interventions or advice. You acknowledge and agree that we have not examined you (and have no duty to examine you) and no patient/client-therapist relationship has or will be established by you watching or participating in coaching program(s).
- If your wellness/coaching program includes any suggestions on general exercise, you
 understand that there are risks in participating in any exercise program. You may be at risk for
 injuries, including but not limited to tendinitis and muscle strains, back or neck injuries,

paralysis, cardiovascular events or even death. If an exercise requires balance, you could be at risk for falling, which could result in fracturing bones. You may also experience muscle soreness from working muscles that are weak or deconditioned. When using exercise equipment, such as weights, resistance bands or therapeutic balls, there are always risks that the equipment may malfunction or fail, potentially causing injury, especially if it is not properly used. We do not claim that our coaching program(s) will result in any particular or specific therapeutic, performance or other outcome.

- We recommend you obtain medical clearance from your primary care provider or physical therapist before participating in our on-line program. Your participation in our on-line program is solely at your own risk whether you obtain medical clearance or not. You knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for your participation.
- If you participate in an individual online instructional or educational session, you understand that it is not considered a "telehealth" session because we are not providing medical or physical therapy interventions or advice, therefore, state and federal health care privacy laws (such as HIPAA) do not apply. As such, you should not disclose information about yourself that you do not want other participants to know.
- Product Recommendations. We may recommend products that we think may benefit you through our coaching/training sessions. We may be affiliates to the distributor or manufacturer of the products we recommend. This means we may make a small commission if you make a purchase. The products we recommend on this website and in blog posts are always products we use ourselves or recommend to clients. However, by recommending a product and providing a link, we are not endorsing any particular vendor and make no claims or warranties regarding the products we recommend and you are free to obtain the products from the vendor of your choice.
- You acknowledge and accept the potential technology risks of participating in an online program, including but not limited to the risk of (1) interruption of the audio/video link, (2) disconnection of the audio/video link, (3) video that may not be clear, and (4) potential of unauthorized access to the live or recorded session. We are not responsible for these or other technology problems.
- Payment and Cancellations. If there is a fee for the program you participate in, you agree to pay for program in advance, at the time of scheduling your scheduled session. For individual coaching sessions, you are expected to log-in per our instructions at your scheduled time. If you log-in late, it will take time away from your scheduled appointment because we still have to end your appointment on time. We do not provide refunds for any lost time during a scheduled visit because you failed to log in at the scheduled time.
 - **Cancellation policy for Emergent 60-minute video calls:** Due to this call being within 24-48 and adjusting our schedules to accommodate this meeting, by signing up for this call, you agree that you are forfeiting your \$250.00 payment should you need to cancel.
 - Cancellation policy for 60 and 30-minute calls: By signing up for this call, you agree that if you cancel 48 hours or less from the time of your scheduled call, you are forfeiting your payment. Cancellations occurring more than 48 hours ahead will be refunded minus a \$15.00 nonrefundable PayPal transaction and Rebalance PT administrative fee.
- If you need to reschedule an individualized session, you must give at least 24 hours-notice in

advance.

You agree, on behalf of yourself and your heirs, assigns, personal representatives and next of kin, to assume these and all injury risks and waive all liability against Hina Sheth and Rebalance Physical Therapy, its officers, members, employees, subcontractors, agents, assigns and other participants and sponsoring agencies ("Releasees") for any and all claims, lawsuits, damages, liability, costs and expenses, including reasonable attorneys' fees, for any personal injury or personal property damage claims, disability, death, or loss or damage to person or property, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

We can be reached at info@rebalancept.com. Thank you for participating!

(In-person Participation)

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- Our wellness/coaching programs, even if targeted at a specific medical or physical problem, are intended to provide general education, not specific medical or physical therapy advice for you or any other particular individual. If we suggest self-assessment procedures, it is not intended to substitute for a medical or physical therapy exam. If we answer questions from you or other participants in the group, our answers are intended to be hypothetical only and not intended as specific medical or physical therapy advice for you or any other particular individual. You also understand and agree that none of our communications, whether in an individual or group session, establish a patient-therapist relationship. If you seek or require specific individualized advice, we will refer you to a provider in your area or recommend a physical therapy consultation via telehealth or in our office.
- You understand that there are risks in participating in any exercise program. You may be at risk for injuries, including but not limited to tendinitis and muscle strains, back or neck injuries, paralysis, cardiovascular events or even death. If an exercise requires balance, you could be at risk for falling, which could result in fracturing bones. You may also experience muscle soreness from working muscles that are weak or deconditioned. When using exercise equipment, such as weights, resistance bands or therapeutic balls, there are always risks that the equipment may malfunction or fail, potentially causing injury, especially if it is not properly used. We recommend you obtain medical clearance from your primary care provider or physical therapist before participating in our coaching program. Your participation in our program is solely at your own risk whether you obtain medical clearance or not. You knowingly and freely assume all such risks, both known and unknown, and assume full

responsibility for your participation. We do not claim that the our coaching program(s) will result in any particular or specific therapeutic, performance or other outcome.

- You understand that although our program instructors may be physical therapists, our wellness/coaching programs, whether offered to the public for free or through a paid program, are <u>not</u> physical therapy interventions or advice. You acknowledge and agree that we have not examined you (and have no duty to examine you) and no patient/client-therapist relationship has or will be established by you watching or participating in our wellness/coaching program(s).
- You understand and agree that you have no expectation of privacy while participating in our individual or group wellness/coaching programs because we are not providing medical or physical therapy interventions or advice, therefore, state and federal health care privacy laws (such as HIPAA) do not apply. As such, you should not disclose information about yourself that you do not want other participants to know.
- Product Recommendations. We may recommend products that we think may benefit you through our coaching/training sessions. We may be affiliates to the distributor or manufacturer of the products we recommend. This means we may make a small commission if you make a purchase. The products we recommend on this website and in blog posts are always products we use ourselves or recommend to clients. However, by recommending a product and providing a link, we are not endorsing any particular vendor and make no claims or warranties regarding the products we recommend and you are free to obtain the products from the vendor of your choice.
- Payment and Cancellations. If there is a fee for the program you participate in, you agree to pay for program in advance of your scheduled session. If you schedule an individual session, you must give at least 24 hours-notice in advance if you need to cancel or reschedule the session. If you cancel with less notice, you will forfeit the payment made for the scheduled session. If you pay for a live group session but fail to participate, you forfeit the fee for the session. We will not provide refunds for any scheduled sessions.
- Photos and Videos. We may take photos and/or videos of the group session from time to time for educational purposes or to promote our services on our website or social media pages.
 Please indicate below whether you consent to your image being in the photos or videos we post.
- You agree, on behalf of yourself and your heirs, assigns, personal representatives and next of kin, to assume these and all injury risks and waive all liability against Hina Sheth and Rebalance Physical Therapy, its officers, members, employees, subcontractors, agents, assigns and other participants and sponsoring agencies ("Releasees") for any and all claims, lawsuits, damages, liability, costs and expenses, including reasonable attorneys' fees, for any personal injury or personal property damage claims, disability, death, or loss or damage to person or property, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

I have read, understand and agree to this Program Participation Agreement and Liability Waiver. In addition,

I consent to my image in photos/videos being used by Company for educational and

promotional purposes, including but not limited to social media posts, without any expectation of attribution or compensation.

_____ I DO NOT consent to my photos/videos being used by Company for any purpose.

Participant's Name (Print):

Participant's Signature:

Date: _____