

Wellness Waiver & Release of Liability

I acknowledge and agree that my participation in the Wellness Programs offered by Waypoint Pediatric Therapies is voluntary and is not considered skilled therapy or part of a comprehensive rehabilitation plan of care.

Assumption of Risk. I agree that voluntary participation in the Wellness Program, whether my child takes part in activities as an individual or in a group setting is exclusively at my/their own risk. I understand that taking part in physical exercise, fitness or other health related activities comes with an inherent risk of injury, damage, illness or loss. I hereby waive my right to file a lawsuit against the company for any injury or loss resulting from participation in the Wellness Program.

Consent of Minor: By signature below, I agree and give consent as either parent or legal guardian for my minor child who is under the age of 18 (“Minor”) to receive wellness services by Waypoint Pediatric Therapies. No guarantees have been made regarding the projected outcome of this service. I understand that as a parent or legal guardian, I have the opportunity and am encouraged to ask questions about the Minor’s care. I further understand that as parent or legal guardian of Minor, I must accompany Minor to his/her Initial Wellness session and may be required to be present during all Wellness sessions rendered to Minor.

Release of Liability. I shall release and hold harmless Waypoint Pediatric Therapies from any claim or lawsuit for personal for personal injury, damage, or wrongful death, by me, my family, estate, heirs, or assigns, arising out of my child’s participation in the Wellness Program including claims arising before, during and after the Wellness Program based on negligence of company staff, other participants, equipment or other events whether passive or active in nature.

No warranties. I understand and agree that Waypoint makes no warranties, express or implied, as to the Wellness Program including the property where the program physically occurs, as well as on any virtual platform. Any clients, guests or invitees in attendance of the Wellness Program assume all risk. Whether my child has any known or unknown health limitations that would prevent or limit participation in activities within the Wellness Program or any other warranty, condition, guaranty, or representation, whether oral, written, or in electronic form, relating to the Wellness Program shall be made in good faith by all parties.

Personal Responsibility. Waypoint has advised me to consult a licensed physician before I participate in any structured Health or Wellness Program. To my knowledge, my child can participate in this Wellness Program. I have read and acknowledge the rules for participation in the Wellness Program and shall help remind my child to follow all written and verbal directions for using equipment, performing exercises/activities and any other components within the Wellness Program. I clearly understand that the Wellness Program does not provide skilled rehabilitation services and is not intended to substitute other necessary medical or therapy specific services. All company safety protocols shall be strictly enforced including but not limited to OSHA standards and other federal and state guidelines. If I or my child is physically injured or otherwise require emergency care, I hereby give consent to the company to secure from any licensed hospital, physician, or medical personnel any treatment considered necessary for immediate care. I additionally agree to be responsible for payment of all medical services rendered.

Miscellaneous. In the event any provision of this Wellness Program Waiver and Relief of Liability is found to be legally invalid or unenforceable for any reason, all remaining provisions will remain in full force and effect. This Wellness Program Waiver and Release of Liability is binding upon me as well as my heirs, children, personal representatives, or anyone else entitled to act on my behalf.