



# Denver Sports Recovery

## Informed Consent Agreement and Waiver of Liability

As a condition to, and in consideration of, my use of Denver Sports Recovery center, including the exercise and recovery equipment, shower/locker room facilities, hot/cold tubs, and sauna included therewith (collectively, the "Denver Sports Recovery") located in the building having a street address of 2242 W 29<sup>th</sup> Avenue, Denver, CO 80211. I have agreed to execute this Informed Consent Agreement and Waiver of Liability (this "Release") for Denver Sports Recovery and its members and employees. I hereby certify, covenant and agree as follows:

### The Recovery Center:

1. I am in good physical condition and am able to use the facilities and equipment at Denver Sports Recovery. I am not aware that I have any medical condition or symptoms that would prevent me from participating in, or increase my risk of health problems arising out of activities or utilization of equipment at Denver Sports Recovery.
2. I understand that Denver Sports Recovery has an attendant available for assistance with the recovery equipment but he/she does not have any expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect of any specific use of equipment or exercise on such medical condition, and no representations to the contrary have been made to me. Notwithstanding the foregoing, I acknowledge that the attendant or employee, but shall not be obligated to, administer first aid to me in the event that they shall deem an emergency to exist, and I hereby grant my permission to the administering of first aid in such circumstances and agree that I will be solely responsible for any medical costs and expenses which may arise as a result thereof.

**Denver Sports Recovery strongly recommends an assessment with one of the doctors in the facility if you fall under one of the following conditions:**

- i. Acute injury
  - ii. Injury assessment/testing
  - iii. Post-surgery
  - iv. Any diagnostic testing/imaging results
  - v. Exercise protocol to aid in the rehabilitation of an injury
  - vi. Injury that has not improved or is getting worse
3. I understand that my use of Denver Sports Recovery, including any equipment and/or the facilities located therein, presents the risk of physical injury or death, and/or of loss of or damage to my personal property. I assume this risk and agree that my use of Denver Sports Recovery shall, at all times, be at my own risk. I on behalf of myself, my heirs and personal representatives, hereby knowingly and voluntarily agree to waive and release owner and owner parties from any liability, loss, cost, damage, expense, claim or suit whatsoever (collectively, "claims") for any and all injury, loss, illness, harm, cost, expense, claim, suit, or damage resulting from or related to my use of Denver Sports Recovery or the equipment and facilities located therein. I further agree to agree to indemnify and hold harmless owner and all owner parties from and against any and all third-party claims arising as a result of my use of Denver Sports Recovery.
4. I have fully read and fully understand the foregoing assumption of risk and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property cause by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE AND WAIVER OF LIABILITY AND SIGN IT KNOWINGLY, VOLUNTARILY, AND OF MY OWN FREE WILL.

Participant's name (please print) \_\_\_\_\_

Participant's signature \_\_\_\_\_

Date \_\_\_\_\_

Parent/guardian's name (please print) \_\_\_\_\_

Parent/guardian signature, if the participant is under 18 years of age \_\_\_\_\_