Fitness Program Participation Agreement

Personal Fitness Program

This Participant Agreement is dated effective as of Effective Date ("Effective Date") and is between Phoenix Mountain Therapy, and Participant ("Participant").

1. **Fees.** Participant hereby agrees to participate in the Personal Fitness Program run by Phoenix Mountain Therapy. Personal Fitness sessions are charged at a rate of $60 per 30-minute visit, $30 for each additional 15 minutes. Personal Fitness charges will be billed up front based on the agreed number of visits and/or frequency + duration.
2. **Termination.** Participant may cancel this Agreement for any reason by giving a notice (written or verbal) to Phoenix Mountain Therapy at least 2 weeks prior to the end of the agreed upon date.
3. **Participant's Health.**
   a. Participant represents and warrants that he or she has been advised to consult with his or her doctor about whether he or she can safely participate in the Program and whether there are any limitations on Participant's participation in the program.
   b. Participant acknowledges and agrees that the Program is not a therapy program or a substitute for medical treatment.
   c. Participant acknowledges that he or she has had the opportunity to consult with Program staff regarding the Program.
   d. Phoenix Mountain Therapy reserves the right to limit Participant's participation in the program, in its sole discretion, in the interest of the safety of the Participant.
4. **Entire Agreement.** Participant agrees to abide by all the rules and regulations of the Program that are made available to Participant, including those that are issued orally by Program staff. Except for such rules and regulations, this Participation Agreement constitutes the entire agreement between the parties relating to the subject matter hereto and supersedes any oral or other written understanding.
5. **Past Due Amounts.** Participant will be billed upfront prior to start of the program. Participant is obligated to pay any collection or legal costs incurred by Phoenix Mountain Therapy for collection of any fees under this Agreement that become past due. (If applicable)
6. **Valuables and Personal Property.** The Outpatient Therapy Clinic advises Participant to avoid bringing valuables to any Program session. The Outpatient Therapy Clinic will not be liable for the loss of, theft of, or damages to the personal property of the

Participant.

7. **Waiver of Liability.** The undersigned, individually and on behalf of the undersigned's heirs, representatives, and next of kin, hereby assumes full responsibility for her or her participation in the program or use of the program's facilities and hereby releases The Outpatient Therapy Clinic, it's affiliates, and any of their respective employees and agents from any and all claims, including those caused in whole or by part the negligence of The Outpatient Therapy Clinic, it's affiliates, and any of their respective employees and agents against any and all liability arising out of the participation in the program or use of the program's facilities.

Personal Fitness Program Frequency and Duration

Frequency of Visits/Week Frequency

Duration of Program Duration Weeks

Total # of Visits Total Visits

Total Cost Total Cost

In Witness Whereof, the parties have signed this Agreement as of the Effective Date.

Participant or Responsible Party

Name: Participant or Responsible Party

Signature: _____

Responsible Party Relationship if NOT Participant: Responsible Party Relationship

Phoenix Mountain Therapy

Name: Phoenix Mountain Associate

Signature: _____

Title: Title