

Arthritis Pool Class (“APC”)

Part One: Terms of Use

The Arthritis Pool Class (“APC”) is designed for individuals seeking to participate in supervised pool classes designed for those suffering from arthritis or similar ailments. The Program includes instruction from staff trained in aquatic exercise techniques. Class schedules are available at the front desk.

The Program is offered for a monthly fee, paid in advance, for classes offered either two or three days per week. The cost for the two-day-a-week class is \$75 per month, and the cost for the three-day-a-week class is \$110 per month. Payment is due on the last Monday or Tuesday of each month for the following month. Insurance can not be billed for this program. Priority is given to class participants who were enrolled in the previous month’s APC program. The registration fee is not refundable or transferable, because enrolling for a class may preclude others from enrolling. “Wait listed” participants will be allowed to enroll on the last Wednesday of each month for classes that are not filled by that day. Registration is limited to a specific “time slot”, which may not be changed during the month in order to prevent classes of excessive size.

Participation in the APC requires a release from the participant’s physician, using the attached form.

Part Two: “APC” Rules and Regulations

- No lifeguard is on duty at any time. Use the facility at your own risk. Ask questions if unfamiliar with the equipment.
- **Please refrain from attending your class if you have open wounds/cuts/lesions or bowel/bladder incontinence.** If there is a question as to the permissibility of the wound, call or refrain from attending the class. Open wounds and incontinence can lead to infection and possible contamination of the pool and/or other participants.
- Valuables should be left at home, as Spine and Sports Medicine is not responsible for lost, stolen, or damaged articles.
- The pool necessarily contains chlorine, which over time will cause damage to swimsuits, and may not be held responsible for such damage.
- Diving is not permitted in the pool, nor is “lap” swimming.
- Spine and Sports Medicine reserves the right to terminate a participant’s membership at any time for any or no reason with refund for any unused portion of fees paid.
- Participants **MUST** shower before entering the pool. Please bring your own towel.
- Children and guests must remain in the waiting area and are not allowed in the gym or pool area at any time.
- Participants agree to attend only the specific class for which they are registered; class schedules are available at the front desk. Participants must leave the building by the end of the assigned program hours. Hours are subject to change at any time at the sole discretion of Spine and Sports Medicine, (for example, for pool servicing); if the pool is unavailable, an alternative class time *may* be offered.

- Participants agree to follow direction of Spine and Sports Medicine staff at all times.

Part Three: WAIVER AND RELEASE FROM LIABILITY FOR USE OF FACILITY

I, the undersigned, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Spine and Sports Medicine Institute, Inc. and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises of, or for the benefit of, Spine and Sports Medicine Institute, Inc., provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities that I will participate in may be considered inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned released party to such activity.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with Spine and Sports Medicine Institute, Inc. including but not limited to receiving swimming lessons at the facility, using the facility, pool, and its equipment in any manner, form or fashion, and practicing and/or engaging in swimming/diving or any water activities or other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Spine and Sports Medicine Institute, Inc., whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver.

Undersigned hereby agrees to the Terms of Use, Rules and Regulations, and Waiver and Release from Liability for Use of Facility, in their entirety:

Participant Signature & Date	Participant Phone Number
Participant Name (Please Print)	Emergency Contact Individual
Participant Address	Emergency Contact Phone



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Part Four: Participant’s Physician’s Approval

Dear Doctor:

Your patient has applied for membership in the Spine and Sports Medicine Arthritis Pool Program. This program provides exercise instruction taught by certified Arthritis Foundation instructors in our facility’s 92 degree heated therapy pool.

This program’s rules and regulations require approval from the participant’s physician, indicating that the physician is not aware of any medical condition or reason which would preclude involvement in this program. This includes bladder or bowel incontinence.

If you approve of your patient’s participation in this program, would you kindly indicate such approval below, and return this letter to your patient.

Please let us know if there are any medical conditions or past medical history that we should be aware of prior to your patient starting the program.

COMMENTS / RESTRICTIONS:

Patient is approved to participate in Arthritis Pool Classes (“APC”):

Physician Signature & Date	Patient Name (Please Print)
Physician Name (Please Print)	Patient Phone Number
Physician Phone Number	