



**BLUEGRASS ORTHOPAEDICS  
WAIVER AND RELEASE OF LIABILITY**

In consideration of my being allowed to use the fitness facilities on the premises of Bluegrass Orthopaedics (the "Facility"), I agree to be bound by each of the following:

1. Voluntary Participation. I understand and confirm that my use of the Facility and equipment is voluntary.
2. Obligation to Inspect the Facility and Equipment. I agree that prior to use, I shall inspect the Facility and equipment to be used. If I believe anything is unsafe, I will immediately advise Bluegrass Orthopaedics such unsafe condition(s) and shall not use the Facility or any such equipment.
3. Identification of Risks. I understand that my use of the Facility and the equipment in the Facility involves risk of property damage, significant injury, disability and death. In addition to the risks of new injury described in this section, I further understand that physical exertion associated with the use of the Facility can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects.
4. Assumption of Risk. I have sought the advice of a physician prior to using the Facility. I am physically and psychologically ready to use the Facility and assume all risks, known or unknown, foreseeable and unforeseeable, connected with my use of the Facility. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my use of the Facility and *any of the equipment* in the Facility.
5. Waiver and Release. I release and discharge Bluegrass Orthopaedics, and any affiliated organizations and any employees, agents, successors, and assigns thereof, from all claims for any liability, injury, loss, or damage in any way connected with my use of the Facility, whether or not caused in whole or part by the negligence of any of the organizations or individuals mentioned above. I intend for this waiver and release also to apply to my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns who might pursue any legal action or claim for such liability, injury, loss, or damage.
6. Medical Treatment. I understand that my use of the Facility is *not related in any way to the provision of Physical Therapy or other services offered by Bluegrass Orthopaedics*, and that my use of the Facility is not a component of Physical Therapy treatment. I agree that Bluegrass Orthopaedics, or any representative thereof, may, but has no duty to, provide to me emergency medical services. This consent does not impose a duty upon Bluegrass Orthopaedics or its affiliated organizations or their employees, agents, or successors to provide such assistance. I understand that it is my obligation to obtain health and any other insurance appropriate in connection with my use of the Facility. I agree to otherwise be responsible for all medical expenses incurred in connection with my use of the Facility.
7. Applicable Law/Venue Selection. I understand and agree that this Waiver, Release of Liability and Consent to Medical Attention shall be governed by and construed in accordance with the laws of the State of Kentucky that any action arising hereunder may be brought only in a court of competent jurisdiction, and I hereby consent to such exclusive jurisdiction.
8. Severability. I understand that this Waiver, Release of Liability and Consent to Medical Attention is intended to be as broad and inclusive as permitted by law and that if any portion hereof is held invalid, I agree that the balance shall continue in full legal force and effect. I further agree that if this waiver and release is not valid as such in Kentucky, it shall be construed as a covenant not to sue.

**I AGREE NOT TO OPERATE THE EQUIPMENT WITHOUT THE SUPERVISION OF AN EMPLOYEE OF BLUEGRASS ORTHOPAEDICS.**

I HAVE READ THIS WAIVER, RELEASE, AND CONSENT AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER, RELEASE, AND CONSENT VOLUNTARILY.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SIGNATURES OF PARENT OR LEGAL GUARDIANS ARE ALSO REQUIRED FOR ANY PERSON SIGNING THIS FORM WHO IS UNDER EIGHTEEN (18).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date