



# Primary Elite Chiropractic

1301 Shiloh Rd. NW, Suite #510, Kennesaw, GA 30144 • 678.252.9211  
primaryelitechiropractic@gmail.com • www.primaryelitechiropractic.com  
DrMcCarty@primaryelitechiropractic.com

## Informed Consent for Exercise

I agree to voluntarily participate in various physical activities for the purpose of improving my physical fitness. I understand that there are inherent risks when undertaking a new physical activity regimen as well as participating in maximal exercise testing. It has been explained to me that the reactions of the cardio/respiratory system cannot be fully predicted in any individual. The workloads suggested are designed for gradual incremental increase so as to avoid overworking the cardiopulmonary system. The major physiological changes during physical activity include increased blood pressure, breathing rate (breathlessness in extreme cases), and elevated heart rate. The full extent of change in these variables cannot be predicted without flaw. Though not likely, the major risks are heart attack, stroke, or sudden death.

I understand that instructions for proper use of the equipment will be given. I am aware the muscular strength equipment, including machines and free weights, has the potential for injury if not properly used. I am aware that a consultation with this fitness professional will educate me on the proper use and technique associated with each machine and exercise. I am aware that failure to adhere to these techniques can cause injury.

By signing below I understand that the suggestions offered are guidelines for improving my physical fitness. I am aware that the success of their suggestions in my program is largely based on my adherence to their suggestions. The progression of my cardiovascular fitness, muscular strength, muscular endurance, and muscular flexibility is a direct result of my continuous adherence to my specific program.

I understand that I will obtain medical clearance before beginning any fitness regimen. I agree that in the event of injury, I will consult a physician for medical release.

I understand that I am starting this program of my own volition. I am aware of the risks involved and I hereby waive Dr. Nicole McCarty or Dr. Clinton Seals of any liability associated with my specified training program.

In signing this form I understand and affirm that the risks of injury have been adequately explained to me.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Trainer: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_



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## Cancellation Policy

The Dr.'s/trainer's time is considered valuable, as is your own time. Please be considerate of this by signing below.

I, \_\_\_\_\_, understand that I will give a 24-hour notice of cancellation.  
(print name)

In failing to do so, I understand that I'm still responsible for a portion of the session charges for the cancelled day (\$20). If I find myself sick or an emergency has arose, I will call immediately and not wait for the appointment time to call.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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## HEALTH QUESTIONNAIRE

Participant's Name: \_\_\_\_\_

### HEALTH QUESTIONS

1. Do you have any health problems that would limit your participation in this fitness program? (i.e. arthritis, high blood pressure, chronic fatigue syndrome, etc.)

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Do you have any injuries that would limit your participation in this fitness program?

Yes \_\_\_\_\_ No \_\_\_\_\_

3. Have you sustained any prior injuries that would limit your participation in this fitness program?

Yes \_\_\_\_\_ No \_\_\_\_\_

4. Do you have any pain or soreness in your muscles or joints that would limit your participation in this fitness program?

Yes \_\_\_\_\_ No \_\_\_\_\_

5. Do you have any disabilities that would limit your participation in this fitness program?

Yes \_\_\_\_\_ No \_\_\_\_\_

6. Do you have any cardiovascular disease that would limit your participation in this fitness program?

Yes \_\_\_\_\_ No \_\_\_\_\_

7. Do you have any neurological problems that would limit your participation in this fitness program?

Yes \_\_\_\_\_ No \_\_\_\_\_

8. Do you have any other health concerns that would limit your participation in this fitness program?

Yes \_\_\_\_\_ No \_\_\_\_\_

9. Have you ever suffered an allergic reaction or sensitivity to cold?

Yes \_\_\_\_\_ No \_\_\_\_\_

If any of the above questions have a "Yes" checked, please consult your doctor before participating in outdoor group fitness classes. Inform your doctor about which question you answered YES to. You may join our classes, but will have to start slowly and gradually increase your health and fitness level.

If you answered "NO" to all questions, you have reasonable assurance of your present suitability for outdoor group exercise.

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_



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## ASSUMPTION OF RISK

### ASSUMPTION OF INHERENT RISKS:

- A. Risks: I fully understand and acknowledge that recreational and fitness activities have inherent risks, dangers, and hazards and such exists in my use of any equipment and my participation in these activities. My participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury. I acknowledge that certain injuries are possible and vary from one activity to another, but in each activity, the risks range from (1) minor injuries such as fatigue, discomfort, scratches, abrasions, bruises, head or body bumps, muscle, tendon or ligament strains or sprains, and minor bone fractures to (2) major injuries such as major bone fracture, muscular, joint and/or back injuries and heart attacks to (3) catastrophic injuries, including but not limited to, partial and/or total paralysis, death or other ailments that, could cause serious disability. Lacerations: These might be caused by: Slips, falls, and other gravity-related mishaps, equipment failure, overstraining, or exceeding physical limitations, human error (belayer, climber), disregard for guidelines, rules, and standard practice, ignorance or inattention, and environmental hazard (splinters, chalk dust, etc.). These risks and dangers may be caused by the negligence of the representatives, employees, or volunteers of Primary Elite Chiropractic-Health & Performance (PEC), the negligence of the participants, the negligence of others, accidents, breaches of contract, or other causes.

I have read the previous paragraph and I know the nature of the activities with PEC, I understand the demands of those activities relative to my physical condition and skill level and I appreciate the types of injuries which may occur as a result of activities made possible by PEC. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

- B. Acknowledgement of Understanding: I have read this assumption of risk and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily and intend my signature to signify a complete assumption of the inherent risks of participating in or observing recreational activities with PEC to the greatest extent allowed by law in the State of Georgia.

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_



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## WAIVER OF LIABILITY

### WAIVER:

- A. Waiver: In consideration of permission to participate in outdoor group fitness classes held by Primary Elite Chiropractic- Health & Performance (PEC), I, on behalf of myself, my heirs, personal representatives, or assigns, **do hereby release, waive, discharge and covenant not to sue** PEC, its directors, officers, employees, volunteers, independent contractors and agents from liability from any and all **claims arising from the ordinary negligence** of PEC or any of the aforementioned parties. This agreement applies to (1) personal injury (including death) from accidents or illness arising from participation in PEC activities including, but not limited to, organized activities, classes, observation or individual use of equipment or public facilities; and (2) any and all claims arising from the damage to, loss of, or theft of property.
- B. Indemnification: I agree to HOLD HARMLESS AND INDEMNIFY PEC from all claims resulting from my negligence and to reimburse them for any expenses incurred as a result of my involvement in PEC programs. I further agree to pay all costs and attorneys' fees incurred by PEC in investigating, and defending a claim or suit if my claim is withdrawn, or to the extent a court or arbitration determines that PEC is not responsible for the injury or loss.
- C. Severability and Venue: The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the state of Georgia and that if any portion thereof is held invalid, it is agreed that the remaining provisions shall continue in full force and effect. Likewise, I agree that if legal action is brought, it must be brought in Cobb County, Georgia.
- D. Acknowledgement of Understanding: I have read this waiver of liability and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law in the State of Georgia.

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_