



**Health in Motion Chiropractic and Wellness**  
**2010 East 38<sup>th</sup> Street, Suite 201B**  
**Davenport, Iowa 52807**

### **RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

The individual named below (referred to as “I” or “me”) desires to participate in chiropractic care, acupuncture sessions, yoga classes/sessions, functional rehabilitation sessions or functional nutrition and endocrinology care (the “Activity”) provided by Health in Motion Chiropractic and Wellness (“Provider”). As lawful consideration for being permitted by Provider to participate in the Activity, I agree to all the terms and conditions set forth in this agreement (this “Release”).

I AM AWARE AND UNDERSTAND THAT THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THE ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY, OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC, OR EMOTIONAL LOSS, AND DEATH. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF PROVIDER. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF PROVIDER OR OTHERWISE.

To the fullest extent permitted by applicable law, I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against Provider, Motherhood Matters LLC (“Motherhood Matters”), MR-MM Properties LLC, and their respective officers, directors, employees, agents, affiliates, shareholders, members, successors, and assigns, (collectively, “Releasees”), on account of injury, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the negligence of Provider or any Releasees or otherwise. I covenant not to make or bring any such claim against Provider or any other Releasee, and forever release and discharge Provider and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless Provider and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the Activity.

I hereby expressly authorize the release of protected health information as deemed appropriate by the Provider concerning the physical condition of any third party for the following, but not limited to, medical treatment or consultation, insurance payment, worker's compensation, emergencies, public health, judicial and administrative proceedings, law enforcement, public safety, and changes of ownership. I hereby expressly authorize Provider to obtain all records, including, but not limited to chart entries, diagnoses, test results, and reports for the same purposes. I understand that I may revoke my consent to release my protected health information at any time by notifying Provider in writing.

\_\_\_\_\_ (initial here) I hereby expressly authorize Provider and Motherhood Matters to communicate with me by email and text message. I understand that standard email and text message services are not secure. I hereby agree to release Provider, and all other Releasees, from any and all liability that may occur due to electronic communications over a non-secure network. I understand that I may revoke my consent to communicate electronically at any time by notifying Provider in writing.

I have read the above Release and fully understand its content. I am legally competent to sign and voluntarily agree to the terms and conditions stated above.

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

If participant is under 18:

As parent or legal guardian of \_\_\_\_\_, I consent to the above terms and conditions.

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_