

Print Name of Worksite Account (if applicable): \_\_\_\_\_  
Print Name of Program Provider (if applicable): \_\_\_\_\_  
Print Name of Program: \_\_\_\_\_

### CONSENT, WAIVER AND RELEASE

I, the undersigned, have enrolled in the above-named Program (Program), as provided, where applicable, by the above-named Worksite Account (Worksite Account), and delivered by the above-named Program Provider (Program Provider). I understand that the Program may include physical activity, and that any physical activity may have injury and health risks associated with it. I have had an opportunity to review the Program materials and to ask the Program Administrator questions about the Program.

I understand that the Program is not designed to diagnose or treat medical conditions of participants in the Program, or to replace either medical advice or medical treatment that I receive from my physician. I further understand that although participating in the Program may have a positive effect on my health and well-being, it may also aggravate or adversely affect any medical condition I may have, or cause another medical condition(s) to occur. I acknowledge that I have been informed of the need for my physician's approval to participate in the Program. I have confirmed with my physician that it is appropriate for me to participate in the Program, **or have decided to participate in the Program without my physician's approval**; and I assume responsibility for participation without such approval. I understand that I am responsible for reporting to the Program Administrator any type of discomfort, pain or other symptom I experience, or if I feel any activity is not safe for me. In any event, I will cease participation in the Program until I feel that it is safe for me to proceed. I agree to follow all Program guidelines and policies.

By signing below, I certify that I am choosing to participate voluntarily in the Program, and that my physical condition allows me to participate in the Program. I assume all risk and responsibility for any and all accidents, injuries, illnesses and conditions of any kind that I might sustain by reason of my participation in the Program. I further certify that I understand and acknowledge that information which I record on the Program Participation and Satisfaction form at the conclusion of my participation in the Program will be provided to my health plan.

By signing below, I hereby waive and release, on behalf of myself and my heirs, executors, administrators and assigns, as applicable, the Program, the Program sponsor, my employer, my health plan, and each of their respective insurers, administrators, agents and subcontractors, and their respective subsidiaries, affiliates and agents, and any other organization participating or involved in providing or promoting the Program, or any component thereof, including, without limitation, their respective owners, directors, officers, employees, agents and representatives, with respect to, any and all claims, suits, losses, damages, liabilities, judgments, amounts paid in settlement, costs or expenses (including, without limitation, attorneys' fees and disbursements), and any amounts paid in connection therewith (individually, claim, or collectively, claims), arising in any manner from my participation in the Program, or from any resulting accident, injury, illness or condition; and I agree to indemnify, defend and hold harmless any and all of the foregoing from and against any and all such claims. This waiver and release shall survive forever.

Nothing in this Consent, Waiver and Release is intended to waive or release ordinary health claims or other insurance claims (such as, for example, workers' compensation claims) appropriately brought.

By signing below, I acknowledge that I have read the foregoing in its entirety and that I fully understand the risks and liabilities involved. I hereby consent to participate in the Program.

Print Name: \_\_\_\_\_

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

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