

*****IMPORTANT - PLEASE READ CAREFULLY***
PROGRAM ACKNOWLEDGMENT AND RELEASE**

I, _____ (participant), and _____ (parent or guardian, if participant is under age 18), in consideration for my participation in the Whole In One Golf Program (W.I.O. or "the Program") offered by Aurora BayCare Sports Medicine, do hereby covenant and agree to the following:

Program. I understand and agree that:

1. The fee for the Program in which I am participating is \$ _____;
2. All clients must have medical clearance for physical activity from a physician;
3. Payment in full is required prior to the commencement of the first session of the Program and no cash refunds will be given for my failure to complete the Program; unless an injury occurs or situation approved by coordinator;
4. Under W.I.O. NO-SHOW policy, if I do not attend or I am more than fifteen (15) minutes late for a scheduled appointment, the staff has the option to charge me for the session as if I had participated in and completed it;
5. Any sessions remaining on the Program after **one hundred (100) days** from the date of commencement will be forfeited, unless alternative arrangements have been made with W.I.O. in advance; and cancellation of any scheduled session(s) must be made with at least 24 hours notice. Failure to do so will result in a forfeiture of that/those sessions;
6. If an injury and/or any pain occurs while participating, I will immediately tell a staff member;
7. W.I.O. may collect and obtain data as a result of my participation in the Program and use such information in reports or publications. My identity will not be associated with any such reports unless I give my specific consent to do so;
8. During my participation in the Program, there are times that I will have one on one contact with a staff member. The staff may instruct me on proper stretching and exercise technique which the staff member will have contact with the athlete. While spotting for safety on the super-treadmill, the staff member may place their hand on the lumbar-sacral area to stabilize the trunk and assist me while I run.

Waiver and Release. I acknowledge and agree that:

By signing this document, I declare that I have no known medical problems that would preclude my participation in the Program, and the information provided to W.I.O. regarding my medical history and physical condition is, to the best of my knowledge, true and correct. My Participation in the W.I.O. program is voluntary and I assume all risk of injury or contraction of any illness or medical condition that may result, or the aggravation of any pre-existing medical condition I may have, or any damage, loss or theft of any personal property resulting or arising out of my participation in the Program. I understand and acknowledge that W.I.O. has no expertise in diagnosing, examining or treating any medical condition, whether existing or incurred as a result of my participation in the W.I.O. program.

I hereby, on behalf of myself, personal representatives, heirs, executors, administrators, agents and assigns, forever release and discharge W.I.O. , its affiliates, employees, agents, representatives, successors and assigns from any and all claims or causes of action (known or unknown) that I may now have or will have in the future as a result of W.I.O.'s negligence. This waiver and release of liability includes, but is not limited to, injuries that result from (a) use of any exercise equipment or facilities provided by W.I.O.; (b) use of any exercise equipment or facilities which may malfunction, (c) W.I.O. improper maintenance of any exercise equipment or facilities, (d) any negligent instruction or supervision provided by W.I.O., and (e) any injuries which occur because of slipping and falling while on W.I.O. premises or equipment. **I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A COMPLETE RELEASE OF LIABILITY. THAT I HEREBY WAIVE ANY RIGHT THAT I MAY NOW HAVE OR WILL HAVE TO BRING ANY LEGAL ACTION AGAINST AURORA BAYCARE SPORTS MEDICINE, ITS EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, FOR ANY LIABILITIES THAT MAY RESULT, WHETHER DIRECTLY OR INDIRECTLY, FROM AURORA BAYCARE SPORTS MEDICINE NEGLIGENCE.**

Miscellaneous. The provisions in this document are severable and if any provision is determined to be illegal or unenforceable, the remaining provisions and any partially enforceable provision shall nevertheless be enforceable unless otherwise prohibited by the laws of the State of Wisconsin. W.I.O. failure to enforce any remedy or provision of this document shall not be construed as a waiver of such remedy or provision.

Cancellation Policy:

- a) If I do not cancel 24 hours before my appointment, the session will be counted as a cancellation
- b) After three (3) cancellations, a session will be taken away from my program.
- c) There is no refund once the program has started. If an injury or illness occurs, your completion time will be extended.

By signing below, I acknowledge that I have carefully read and fully understand this acknowledgment and release.

Print Athlete's Name: _____ Date: _____

Signature: _____

Print Parent/ Guardian's (if applicable) Name: _____ Date: _____

Signature: _____

Witness Signature: _____ Date: _____