

Consent to Massage/Massage Therapy/Treatment, Intake/Medical History Form, and Release of Liability, Waiver of Claims and Assumption of Risks

Name:	Address:
Today's Date:	Phone Number:
Email Address:	Date of Birth:
Height:	Weight:
Physician's Name/Phone Number & Address (if known):	

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.**

PLEASE READ CAREFULLY!

In consideration of SHANNELL WEISGERBER and SHANNELL WEISGERBER operating as BZS LASH AND BODY BALANCE (the "**Massage Therapist**") permitting the individual named herein ("**I**" or "**me**" or "**Participant**") to participate in:

- Basic Pre-Event/Post-Event Sports Massage
- General Massage
- Therapeutic Massage

(the "**Activities/Treatment**"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the mutual covenants contained herein, I agree to all the terms and conditions set forth in this agreement/release (this "**Agreement**"):

ASSUMPTION OF RISKS AND INDEMNITY

1. I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES/TREATMENT INVOLVE RISKS, DANGERS AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES/TREATMENT. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS AND HAZARDS INVOLVED, AND THE POSSIBILITY OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE MASSAGE THERAPIST OR OTHERWISE.

2. I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS WHICH I HAVE OR MAY IN THE FUTURE HAVE AGAINST THE MASSAGE THERAPIST, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SHAREHOLDERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "**RELEASEES**"), INCLUDING WITHOUT LIMITATION ON ACCOUNT OF INJURY, DEATH OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM OR ATTRIBUTABLE TO MY PARTICIPATION IN THE ACTIVITIES/TREATMENT AND DUE TO ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OF THE MASSAGE THERAPIST OR ANY OTHER RELEASEE OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWING UNDER OCCUPIERS LIABILITY LEGISLATION OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE MASSAGE THERAPIST OR ANY OTHER RELEASEE AND FOREVER RELEASE AND DISCHARGE THE MASSAGE THERAPIST AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.
3. I SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE MASSAGE THERAPIST 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 REASONABLE LEGAL FEES, THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT AND THE COSTS OF PURSUING ANY INSURANCE PROVIDERS, IN CONNECTION WITH ANY CLAIM, SUIT, ACTION OR PROCEEDING ARISING OUT OF, RESULTING FROM OR ATTRIBUTABLE TO MY PARTICIPATION IN THE ACTIVITIES/TREATMENT.

MESSAGE THERAPIST POLICIES, PROCEDURES AND LIMITATIONS

LASH AND BODY BALANCE

4. I understand that the Massage Therapist is providing massage/massage therapy services within their scope of practice as defined by the Massage Therapist Association of Alberta.
5. I acknowledge and understand that it is important for the Massage Therapist to be fully aware of my existing medical conditions. Accordingly, I have completed the intake/medical history form attached as **Schedule "A"** to this Agreement and disclosed to the Massage Therapist all of those medical conditions affecting me. It is my responsibility to keep the Massage Therapist updated on my medical history. The information I have provided is true and complete to the best of my knowledge.
6. I hereby consent for the Massage Therapist to treat me with massage/massage therapy from time-to-time for the above noted purposes, including such assessments, examinations and techniques which may be recommended by the Massage Therapist. By signing this Agreement, I acknowledge that the Massage Therapist has informed me of the nature/purpose of the proposed treatment, including the areas of the body involved, and that I have had an adequate opportunity to ask questions. I also understand that I am

responsible for any fees, hourly or otherwise, charged by the Massage Therapist concerning my participation in the Activities/Treatment.

7. I acknowledge that the Massage Therapist is not a physician and does not diagnose illness, disease, or any other physical or mental disorder. I clearly understand that massage/massage therapy is not a substitute for a medical examination. It is recommended that I attend my personal physician for any ailments that I may be experiencing. I acknowledge that no assurance or guarantee has been provided to me as to the results of the treatment. I acknowledge that with any treatment there can be risks and those risks have been explained to me and I assume those risks.
8. I confirm that I am in good health, in proper physical condition and do not have any medical or other conditions that would impair my ability to participate in the Activities/Treatment or that should be indicated to the Massage Therapist. If at any time I believe conditions to be unsafe, or that I am no longer in proper physical condition to participate in the Activities/Treatment, I will immediately discontinue further participation in the Activities/Treatment.
9. I understand that at any time I may withdraw my consent for massage/massage therapy and treatment will be stopped.

MISCELLANEOUS

10. Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, neuter or corporate, as the context requires.
11. This Agreement constitutes the entire agreement of the Massage Therapist and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
12. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
13. This Agreement is binding on and shall enure to the benefit of me and my heirs, successors, executors, administrators and next-of-kin, and the Massage Therapist and their successors and assigns.

14. This Agreement may not be amended or modified by any act or conduct of me or the Massage Therapist. No modification or amendment of this Agreement shall be valid unless in writing and signed by me and the Massage Therapist.

15. I acknowledge that I have been advised by the Massage Therapist to seek independent legal advice with respect to this Agreement. In executing this Agreement, I represent, warrant and agree that:

a. I have had sufficient opportunity to obtain such independent legal advice; and

b. I have obtained independent legal advice or have voluntarily chosen not to do so/have waived my right to obtain such advice.

16. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

17. I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, SUCCESSORS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE MASSAGE THERAPIST AND THE RELEASEES.

In witness whereof the Participant has executed this Agreement as of the ____ day of _____, 20____.

LASH AND BODY BALANCE

Participant:

Signature

Print Name

Witness:

Signature

Print Name