

FORM 2

WAIVER AND RELEASE FOR PARTICIPATION IN A CASE REPORT

Case Report Name:

_____ (e.g., "Case Report: Using Pilates as an Intervention for Total Shoulder Replacement")

Case Report Investigator:

Email & Telephone Number of Case Report Investigator:

Company

Name: _____

Name of

Participant: _____

I, THE UNDERSIGNED, ACKNOWLEDGE, AGREE AND UNDERSTAND THAT:

1. Voluntarily and of my own free will, I have (a) agreed to be the subject of the Case Report indicated above, in connection with which [COMPANY NAME] will render certain exercise instruction services or make exercise recommendations to me, and (b) read, understood and executed this WAIVER AND RELEASE FOR PARTICIPATION IN A CASE REPORT ("WAIVER AND RELEASE").
2. The Pilates Method Alliance ("PMA") is a not-for-profit professional association and does not render exercise instruction services, make exercise recommendations to, or contract with, Clients. A description of the PMA's purpose and activities are posted online at <http://www.pilatesmethodalliance.org/i4a/pages/index.cfm?pageid=3278>
3. There are risks and hazards, both known and unknown, in engaging in exercise activities, and such risks and hazards may include, but not be limited to, physical injury, permanent disability and death, as well as loss or damage to personal property.
3. I hereby voluntarily and of my own free accept and assume all risks of injury, known and unknown, incurred or suffered by me (a) while participating as a subject in the Case Report indicated above, and/or (b) while at any place where I receive exercise instruction services or

practice exercises that were taught or recommended to me in connection with the Case Report and/or (c) traveling to or from such place.

4. I hereby waive any and all claims and causes of action, including but not limited to legal and administrative actions, that I may otherwise have against the PMA, its directors, employees, contractors, agents, attorneys and representatives (“Related Persons”), and hereby release and discharge the PMA and its Related Persons from any liability, arising out of any injury, damage, loss or cost incurred or suffered by me, of any kind or nature, whether known or unknown, and including but not limited to physical injury, permanent disability, death, or damage to or loss of personal property, unless such injury, damage, loss or cost is caused by gross negligence or willful misconduct on the part of the PMA, it being understood that I also expressly waive any and all claims and causes of action that arise out of or result from any negligent conduct or omission by the PMA.

5. The terms of this RELEASE AND WAIVER shall be enforced to the fullest extent permitted by applicable law, it being understood that if any provision or part thereof is deemed null or void under applicable law, the remainder of this RELEASE AND WAIVER shall remain in full force and effect.

Signature of Participant

Date

Signature of Witness

Date

For Participants under the age of 18: The undersigned is a parent or legal guardian of _____ and on his/her behalf, has read, understood and hereby executes this WAIVER AND RELEASE with the intent that it be full force and effect to the fullest extent permitted by applicable law.

Parent/Legal Guardian Signature

Date