

## WAIVER OF LIABILITY

**Amber Kivett, LAT, ATC, NSCA-CSCS, FMS, FMT is the Founder and President of Kivett Kinetic Solutions LLC (KKS) and the Kivett Instant Pain Relief Systems (KIPRS) brand.** She is the employer of certified athletic trainers, fitness/wellness/sports performance professionals, life coaching/mental game professionals, aestheticians, and support staff. She is also a mentor to student interns and is a globally recognized spokesmodel, presenter, and co-author. She offers and provides virtual, telemedicine, and live (in-person) services including, but not limited to, sports medicine/athletic training, clinical/sports/therapeutic massage modalities, Eastern Medicinal therapies, fascial/connective tissue maintenance, whole body vibration treatment, blood flow resistance technology, fitness/wellness/performance training services and speciality classes and events, all within her scope of practice, as defined by the NATABOC and the state law practice acts for the states that she is providing the services. She holds a Bachelors degree in kinesiology and sports medicine from Purdue University. She is a certified, licensed NATABOC athletic trainer, NSCA-CC strength-conditioning specialist, certified speed and agility specialist, certified myofascial cupping practitioner, certified in MPS Functional "needle-less" acupuncture, and several specialty certifications, all within her scope of practice. She is able to practice unsupervised using a legally signed standing order, from a directing physician, receives referrals from multiple physicians, chiropractors, podiatrists, and dentists, and works in collaboration with other licensed healthcare practitioners, including but not limited to physician assistants, nurse practitioners, physical therapists, mental health professionals, etc.

I acknowledge that I have requested **Amber Kivett, LAT, ATC, NSCA-CSCS, FMS, FMT**, and her instructors, officers, agents, employees, interns, volunteers, representatives, executors and all others acting on their behalf from any and all claims or liabilities for injuries or damages to my person, and/or to my minor child, and to my property, including acts caused by negligence or an omission of any of those mentioned or others acting on their behalf, arising out of or connected with my participation in any activities, programs or services of **Kivett Kinetic Solutions, LLC** to conduct services including, but not limited to, personal and group training, mental health coaching, sports performance, athletic training services including manual therapies within scope of practice clinical/therapeutic/sports/deep tissue massage, aesthetic facials and other services, as it falls within the scope of practice for employees for the state of Indiana and any other state laws practicing ("*Activities*"), at **Adam and Amber Kivett's Private Home, the Kivett Kinetic Solutions, LLC facility at 5727 W McClure Road, Monrovia, IN 46157, and other locations, as coordinated with coaches, parents, and clients, to be determined as ("*Facilities*").** I also agree that this includes any and all virtual service (non-physical) activities such as telemedicine, video on demand, past recorded videos on social media platforms, and Zoom software.

## ASSUMPTION OF THE RISKS AND RELEASE

I recognize that there are certain inherent risks associated with the above described activities and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Kivett Kinetic Solutions, LLC for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Kivett Kinetic Solutions, LLC, whether caused by the fault of myself, my family, Kivett Kinetic Solutions, LLC or other third parties.

## ACKNOWLEDGEMENT OF HEALTH

I declare myself physically and mentally sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in *Activities*. I acknowledge I have been informed of the need for a physician's approval for my participation in *Activities*. I recognize it is my sole responsibility to obtain an examination by a physician prior to involvement in any exercise program. I acknowledge I have either had a physical examination and been given my physician's permission to participate, or if I have chosen not to obtain a physician's permission prior to beginning this exercise program with *Instructor*, I acknowledge I am doing so at my own risk.

## COVID-19 RISKS

COVID-19: I recognize that there are certain inherent risks associated with the above described activities that include the contraction of communicable diseases, including but not limited to the coronavirus that causes COVID-19. I assume full responsibility for personal safety to myself and (if applicable) my family members, and further release and discharge Kivett Kinetic Solutions, LLC for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Kivett Kinetic Solutions, LLC, whether caused by the fault of myself, my family, Kivett Kinetic Solutions, LLC or other third parties. I agree that if I am sick, have symptoms of COVID-19 as defined by the best understanding of the disease at the time of participation, including but not limited to fever, cough, shortness of breath, and/or rash, I will not enter any part of the Kivett Kinetic Solutions, LLC.

## EMERGENCY MEDICAL ASSISTANCE

In the event I (or my child) were to sustain an injury requiring emergency assistance, I authorize *Instructor and/or Facilities*, to seek emergency medical assistance that may be necessary for me or my child (as applicable), and to arrange transportation to a medical facility. In that event, I agree to pay (or cause my insurance carrier to pay, if applicable) the costs associated with such emergency medical assistance. I hereby release *Instructor, Facility*, and its Agents from, and agree to indemnify and hold them harmless against, all Claims resulting from such emergency medical assistance, if provided to me or arranged for my benefit by *Instructor and Facilities*.

## WAIVER AND RELEASE OF LIABILITY

In consideration of *Instructor* agreement to instruct, I hereby agree to hold harmless *Instructor, Facility*, its respective representatives, executors, agents, and assigns from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected to my participation in any and all *Activities*, or any and all acts or omissions, including negligence by *Instructor* and her representatives.

## ONLINE/VIRTUAL/REMOTE/TELEMEDICINE CLASSES LIABILITY

By signing up as a participant of any online, virtual, or remote classes offered by Kivett Kinetic Solutions LLC, and associated instructors on any platform, and by using/following the videos accessed therein, I agree to the same liability terms that cover the physical gym location as stated elsewhere in this document. I understand that trainers and instructors may not be able to offer immediate feedback to my movements, and that an increased risk of injury can present itself when I am working out without direct supervision. Neither Kivett Kinetic Solutions LLC, nor any of the instructors who lead classes online/virtually/remotely are liable for any injuries, immediate or long term. I understand that I may receive individual and/or group postural alignment advice during class, and I will take responsibility for knowing my own limitations and decide if these directions are good for me, individually. I

also understand that when using the video on demand virtual workout library and participate in Zoom classes, the instructors cannot watch me individually the same way an instructor can in a studio class and I take responsibility for my movement choices.

#### **ONLINE/VIRTUAL/REMOTE CLASSES PAYMENT AND SHARING**

I agree not to allow anyone who has not paid for a class through Kivett Kinetic Solutions, LLC, to watch or participate in any online/virtual/remote class. If I do allow other parties to view or participate in an online/virtual/remote class, I understand that I am liable for the financial burden of the material and for the safety and wellbeing of any other viewers/participants. I also understand that all content on social media and virtual service offerings are all intellectual property and trademarking of Kivett Kinetic Solutions, LLC.

#### **PHOTO RELEASE**

I hereby authorize *Instructor, Facilities*, and it's agents, to use my photographs/likeness or videos (or those of my child, as applicable) for lawful and respectable purposes relating to Kivett Kinetic Solutions, including publicity, choreographic archives, on social media, and for promotional materials. I also hereby grant permission to Kivett Kinetic Solutions, LLC to use my photograph, video and testimonial that I might provide, on its web site or in other official publications.

#### **PROTECTED HEALTH INFORMATION POLICY (PHI)**

By signing this Consent Form, you give Kivett Kinetic Solutions, LLC permission to use and disclose protected health information (HPI) about you for treatment, payment, and health-care operations (TPO) except for any restrictions specified below to which we have agreed. Protected health information is individually identifiable information we create or receive, including demographic information, relating to your physical or mental health, for provision of health care services to you, and to the collection of payment for providing health-care services to you. Our Notice of Privacy Practices provides information about how we may use and disclose protected health information about you. You have the right to receive a copy of our Notice of Privacy Practices before signing this Consent Form by emailing [support@kksmagik.com](mailto:support@kksmagik.com). As provided in our Notice, the terms of the Notice of Privacy Practices may change. If we change our Notice, you may obtain a revised copy by contacting us by email [support@kksmagik.com](mailto:support@kksmagik.com). By signing this consent, Kivett Kinetic Solutions, LLC may call your home or other alternative location and leave a message on voicemail or in person in reference to any items that assist the practice in carrying out TPO, such as appointment reminders, and any calls pertaining to your care.

By signing this consent, Kivett Kinetic Solutions LLC may mail to your home or other alternative location any items that assist the practice in carrying out TPO, such as appointment reminder cards and patient statements as long as they are marked "Personal and Confidential."

You have the right to request that we restrict how protected health information about you is used or disclosed for treatment, payment, or health-care operations. We are not required to agree to any restrictions, but if we do, we are bound by our agreement. If you wish to make a restriction, please email us. If you do not sign this Consent form, we have the right to refuse you treatment unless a licensed health-care professional has determined that you require emergency treatment or we are required by law to treat you. We are required to document any circumstances in which we do not obtain your consent, yet carry out treatment. We will offer you a copy of this documentation should you decide not to sign this Consent Form. You have the right to revoke this consent, writing, except where we have already made disclosures in reliance on your prior consent.

#### **FEES**

I agree to pay for all damages to the facilities of Kivett Kinetic Solutions, LLC or locations of services provided by Kivett Kinetic Solutions, LLC, caused by any negligent, reckless, or willful actions by me or my family.

#### **CONCLUSION**

I acknowledge and agree no warranties or representations have been made to me regarding the results I will achieve from this program. I understand results are individual and may vary. I acknowledge I have thoroughly read this waiver and release and fully understand it is a waiver and release of liability. By signing this document, I am waiving any right I, or my heirs and/or assigns, may have to bring any and all legal actions or assert any and all claims against *Instructor, Facility*, its respective representatives, executors, and/or assigns. I represent and warrant I am signing this agreement freely and willfully and not under fraud or duress. I further represent and warrant no social relationship exists between *Instructor* and me, or if such a social relationship exists, for purposes of *Activities*, *Instructor* and I have assumed a strict business relationship, and I understand any social relationship does not render this waiver invalid. These exculpatory clauses are intended to apply to any and all activities occurring during the time for which I have contracted with *Instructor*.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

**I UNDERSTAND THAT THIS AGREEMENT MAY CHANGE FROM TIME TO TIME, AND THAT I HAVE THE RIGHT TO ASK FOR A COPY OF THE CURRENT POLICY AT ANY TIME.**