

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in Chiropractic Care and Exercise Therapy (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Ideal Body Chiropractic Inc and Dr. Simon Kuang, located at 112 W Commonwealth Ave. Suite B, Fullerton, California 92832, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I understand and recognize that the chiropractic care and exercise therapy may include, but are not limited to, chiropractic adjustments and manipulative therapies to all of the joints of the body, active release deep tissue massage technique and instrument assisted soft tissue manipulation to the soft tissues of the body, static and dynamic stretches to the joints and soft tissues of body that involve resistance bands, and exercises that involve manipulating free weights, resistance bands and bodyweight movements.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during this Activity. I hereby release Ideal Body Chiropractic Inc and their directors, affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns

I agree to indemnify and hold harmless Ideal Body Chiropractic Inc against any and all claims suits or actions of any kind whatsoever for liability, damages, compensation or otherwise caused by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by or against me or by or against anyone else acting on my behalf. If Ideal Body Chiropractic Inc incurs any of these types of expenses, I agree to reimburse Ideal Body Chiropractic Inc.

I acknowledge that Ideal Body Chiropractic Inc and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Ideal Body Chiropractic Inc.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge Ideal Body Chiropractic Inc and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Ideal Body Chiropractic Inc for personal injury or property damage.

This waiver and release includes all injuries which may occur, regardless of negligence, as a result of:

1. Uses of all amenities and equipment
2. Sudden and unforeseen malfunction of amenities and equipment
3. Slipping and/or falling while at the premises or any areas adjacent thereto
4. And any other areas where activities are conducted

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Ideal Body Chiropractic Inc, its agents, and employees.

In the event that I should require medical care or treatment as a result of my participation in the activity, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. I Understand that it is my full responsibility to seek any medical evaluation or treatment for any symptoms that may arise out of, or are related to my participation in the activity.

In the event that any damage to equipment or facilities occurs as a result of my willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant and Ideal Body Chiropractic Inc agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

Arbitration. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of California pursuant to the laws of the state of California. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in medical and chiropractic care and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

**Patient Acknowledgement and Receipt of
Waiver and Release of Liability**

I _____ (patient's name) agree to participate in Ideal body Chiropractic Inc's chiropractic care and exercise therapy (The Activity). The undersigned does hereby acknowledge that I have received a copy of this office's Notice Waiver and Release of Liability and has been advised that a full electronic copy of this Notice and that a printed copy is available upon request.

Patient signature (or Legal Guardian)
Print Name: _____
Date: _____

Signature of Witness/Doctor
Print Name: _____
Date: _____

In the event that the participant is a minor under the age of consent (18 years of age), then this release must be signed by a parent or guardian as defined by State Law, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____