

Back in Motion LLC

23 Killingworth Rd/Higganum, CT 06441

(860)345-2622/Fax (860)345-2626

Terms of Membership

Name:

Last _____ **First** _____ **DOB** ___/___/___

Address: **Street** _____
Town _____ **State** _____ **Zip** _____

Phone: Home _____ **Work** _____

Starting Date: _____ **Expires:** _____

Paid By: **Cash** **Check** **Charge**

Buyer has been informed and acknowledges that use of said facility and equipment is at his/her own risk, and is not buying physical therapy services from Higganum Physical Therapy Inc. Back in Motion shall not be liable for loss or damage arising out of or resulting from any personal injury sustained by the buyer on or about the premises. Buyer assumes full responsibility for and fully and forever releases and discharges Back in Motion, its agents, employees, and owners from any claim, cost expense, liability, loss or damage arising out of or resulting from use by the buyer of the facility or equipment of Back in Motion, including (without limitation) any claim for personal injury arising out of or resulting from the negligence of Back in Motion, which does not and shall not undertake to supervise, direct or control the manner or form in which exercises are to be done by the buyer or the manner or form which the equipment is used. Buyer agrees to be examined at his/her sole expense by a licensed physician before doing any type of exercise and shall consult with and follow the advice of a physician as to buyers' capability of exercising on Back in Motion equipment or facility. Back in Motion reserves the right to change or adjust posted hours, rules, and regulations. The buyer's membership may be revoked at any time due to breach of contract, regulations, or undesirable behavior which may be determined by Back in Motion at its sole discretion.

Buyer's Right to Cancel

If you wish to cancel your membership, you may cancel by mailing a written notice by certified or registered mail to the wellness facility. The notice must state that you do not wish to be bound under this contract and must be delivered or mailed before midnight of the third business day after you signed this contract. After you cancel, the wellness center requests the return of all contracts, membership cards, and other documents or evidence of membership. The letter must be delivered or mailed to Back in Motion, P.O. Box 619, Higganum, CT 06441. You may also cancel this contract if you relocate your residence farther than 25 miles from any center operated by the Back in Motion owners. This contract may also be canceled if the wellness center ceases operation at the location where you entered this contract. If you become disabled, you shall have the option of 1)being relieved of liability for payment on the part of the contract from which you are disabled 2)extending the duration of the original contract at the cost to you for a period equal to the duration of the disability. You must prove such a disability with a physician's certificate, which certificate shall be enclosed with the written notice of disability sent to the wellness center. The wellness center may require you to be examined by another physician agreed to by you and the wellness center at your expense if you cancel.

By signing this document verifies that you have read the above contract and agree to its terms.

Signature _____ **Date** _____