

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating in weight loss (hereinafter the "Activity"), and **IN CONSIDERATION OF** my desire to participate in said Activity and being given the right to participate in the same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releaser," "I," or "me," which terms shall also include Releaser's parent or guardian if Releaser is under 18 years of age), 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 arising out of my participation in the Activity.

I HEREBY release and forever discharge **Woodrome Medical, P.A.**, located at any Woodrome Medical, P.A. office, including Livingston, Splendora, Onalaska, Lufkin, Shepherd, Trinity, and Woodville, Texas, together with its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively, "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING ENTIRELY AT MY OWN RISK. I am aware of the risks associated with participating in this Activity, including, but 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 to and from the Activity, or conditions at the Activity location(s). Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this Activity.

I FURTHER AGREE to indemnify, defend, and hold harmless the Releasees against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorneys' fees and any related costs.

I FURTHER ACKNOWLEDGE that the Releasees 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 the Releasees. In the event that I should require medical care or treatment, I authorize Woodrome Medical to provide all emergency medical care deemed necessary, including but not limited to first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and 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 FURTHER 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. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of a Woodrome Medical official or agent regarding my approval to participate in the Activity.

I HEREBY 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 Woodrome Medical, P.A. 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 voluntarily give up or waive any right that I otherwise may have to bring a legal action against Woodrome Medical for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release also applies to such negligence on the part of Woodrome Medical, its agents, and employees. In the event that any damage to equipment or facilities occurs as a result of my, my family's, or my agent's willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with such actions, neglect, or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

Patient Signature: _____

Date: _____