

# GYROSTIM BALANCE TRAINING EQUIPMENT

## Waiver and Release of Liability

In consideration of Western Carolina Physical Therapy, LLC allowing me to utilize the GyroStim™ balance training equipment, (the “GyroStim”), I agree that:

1. I fully understand the scope, nature, and extent of the risks involved in using the GyroStim. I understand that these risks include, without limitation: equipment malfunction and/or failure to function, defective and/or negligent design and/or manufacture of the GyroStim, improper and/or negligent maintenance, improper and/or negligent operation and/or use of the GyroStim, carelessness and/or negligent instruction and/or negligent supervision. I voluntarily, freely and expressly choose to incur all risks associated with the use of the GyroStim, understanding that those risks may include, without limitation: personal injury, damage (whether economic or non-economic), adverse effects on my athletic ability and my general life skills, and/or death.

2. I exempt and release Western Carolina Physical Therapy, LLC and all of its respective officers, employees, advisors, insurers and agents (collectively, the “Releasees”) from any and all liability, claims, demands, actions or causes of action whatsoever arising out of any damage, loss or injury to me or my property, or my death, while on the premises or while using the GyroStim, or from any adverse effects caused directly or indirectly, or in any way related to, my use of the GyroStim (whether during use, shortly after use or arising at any time thereafter), whether resulting from the negligence or other fault, either active or passive, of any of the Releasees or from any other cause.

**3. The GyroStim has not been formally or completely tested by any professionals or agencies regarding safety, sports performance enhancement value, or clinical efficacy. It is completely unknown the extent to which use of the GyroStim will or will not affect my balance, ability to function, health, and/or my everyday life. I acknowledge and assume the risk that my balance, as well as my general health, may be adversely affected by the use of the GyroStim. I understand and acknowledge that any personal injury, damage (economic or non-economic), or death caused directly or indirectly, or in any way related to, my use of the GyroStim could manifest itself long after my use of the GyroStim, and I completely assume such risk of injury or other adverse effects at any time for the remainder of my life.**

4. I, on behalf of myself and my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf, agree never to institute any suit or action at law or otherwise against the Releasees, or to initiate or assist in the prosecution of any claim for damages or cause of action which I may have by reason of injury to my person or property, or my death (any of the foregoing occurring at any time), arising directly or indirectly from, or in any way related to, the use of

the GyroStim, whether caused by the negligence or other fault, either active or passive, of any of the Releasees, or from any other cause.

5. I will indemnify, save and hold harmless the Releasees from any and all losses, claims, actions, or proceedings of every kind and character, including reasonable attorneys’ fees and expenses, which may be presented or initiated by any other person or organizations (including any current or prospective employers) and which arise directly or indirectly from, or are in any way related to, my use of the GyroStim, and its effects on me, whether resulting from the negligence or other fault, either active or passive, of any of the Releasees, or from any other cause.

6. I further represent and warrant that I have the full right and authority to enter into this Agreement, and that my execution and delivery of this Agreement and my use of the GyroStim will not violate or conflict with, result in a breach of, constitute a default under, create in any party the right to terminate, modify, or cancel, or require any notice under any agreement, contract, or other arrangement to which I am a party or by which I am bound.

7. I AGREE THAT THIS AGREEMENT AND MY USE OF THE GYROSTIM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF NORTH CAROLINA WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NORTH CAROLINA OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NORTH CAROLINA. SHOULD THIS AGREEMENT BE VIOLATED AND SUIT BE BROUGHT AGAINST ANY OF THE RELEASEES, MY RIGHT TO A JURY TRIAL IS HEREBY WAIVED, AND BUNCOMBE COUNTY, NORTH CAROLINA SHALL BE THE SOLE VENUE FOR ANY SUCH SUIT.

I hereby acknowledge that I have read all of the provisions above and fully understand the terms and conditions expressed in this Agreement and agree to be bound by such terms and conditions. I also agree and acknowledge that the terms and conditions of this Agreement will apply every time I use the GyroStim and perpetually thereafter.

Printed Name: \_\_\_\_\_

Subject Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If legal guardian for this subject, please check here: \_\_\_\_\_

Print Guardian name: \_\_\_\_\_

AVORA, LLC

1000 Centre Park Drive, Asheville, NC 28805

828-505-2664 ♦ [www.AshevilleBalance.com](http://www.AshevilleBalance.com)