

## AGREEMENT AND RELEASE OF LIABILITY

1. In consideration of being allowed to participate in the activities (such as physiological testing, nutrition counseling, CompuTrainer training, but not limited to) and programs of **Quest Sports Science Center** and to use its facilities, equipment and machinery in addition to the payment of any fee or charge, I do hereby waive, release, and forever discharge **Quest Sports Science Center** and its officers, agents, employees, representatives, executors, and all others from any and all responsibilities or liability from injuries or damages resulting from my participation in any activities or my use of equipment or machinery in the above mentioned activities. I do also hereby release all of those mentioned and any others acting on their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities of **Quest Sports Science Center** or the use of any equipment at **Quest Sports Science Center**. (Please initial \_\_\_\_\_).
  
2. I understand and am aware that any physiological testing including, but not limited to strength, flexibility, and aerobic exercise, including the use of equipment, is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death, and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death. (Please initial \_\_\_\_\_).
  
3. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment of machinery except as hereinafter stated. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a consult with a physician (primary care provider) prior to participating in physical activity, exercise, and use of exercise and training equipment so that I might have his/her recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and been given my physician's permission to participate, or that I have decided to participate in activity and use of the equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities. I further waive my right to sue **Quest Sports Science Center** for any physical or mental anguish that I may incur during my participation.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/Guardian if under 18 y.o.

# INFORMED CONSENT FOR EXERCISE TESTING PROCEDURES OF APPARENTLY HEALTHY ADULTS

Name \_\_\_\_\_

## 1. Purpose and Explanation of the Test

It is my understanding that I will undergo a test to be performed on a motor driven treadmill, bicycle ergometer, rowing ergometer or swim flume, with the amount of effort gradually increasing. As I understand it, this increase in effort will continue until I feel and verbally report to the operator any symptoms such as fatigue, shortness of breath, or chest discomfort which may appear. It is my understanding and I have been clearly advised that it is my right to request that a test be stopped at any point if I feel unusual discomfort or fatigue. I have been advised that I should immediately upon experiencing any such symptoms, or if I so choose, inform the operator that I wish to stop the test at that or any other point. My stated wishes in this regard shall be carried out. **IF CORRECT AND YOU AGREE AND UNDERSTAND, INITIAL HERE \_\_\_\_\_.**

Before I undergo the test, I certify to the program that I am in good health and have had a physical examination conducted by a licensed medical physician within the last **12** months. Further, I hereby represent and inform the program that I have accurately completed the pre-test history interview presented to me by the program staff and have provided correct responses to the questions as indicated on the history form or as supplied to the interviewer. It is my understanding that I will be interviewed by a physician or other person prior to my undergoing the test who will, in the course of interviewing me, determine if there are any reasons which would make it undesirable or unsafe for me to take the test. Consequently, I understand that it is important that I provide complete and accurate responses to the interviewer and recognize that my failure to do so could lead to possible unnecessary injury to myself during the test. **IF CORRECT, AND YOU AGREE INITIAL HERE \_\_\_\_\_.**

## 2. Risks

It is my understanding that there exists the possibility of adverse changes during the actual test. I have been informed that these changes could include abnormal blood pressure, fainting, disorders of heart rhythm, and very rare instances of heart attack or even death. These risks include, but are not necessarily limited to, the possibility of stroke or other cerebrovascular incident or occurrence; mental, physiological, motor, visual or hearing injuries, deficiencies, difficulties or disturbances; partial or total paralysis; slips, falls or unintended loss of balance or bodily movement related to the exercise treadmill (or bicycle ergometer, CompuTrainer system, swim flume) which may cause muscular, neurological, orthopedic, or other bodily injury; as well as a variety of other possible occurrences any one of which could conceivably, however remotely, cause bodily injury, impairment, disability, or death. Any procedure such as this one carries with it some risk however unlikely or remote. **THERE ARE ALSO OTHER RISKS OF INJURY, IMPAIRMENT, DISABILITY, DISFIGUREMENT, AND EVEN DEATH. I ACKNOWLEDGE AND AGREE TO ASSUME ALL RISK. IF YOU UNDERSTAND AND AGREE, INITIAL HERE \_\_\_\_\_.**

I have been told every effort will be made to minimize these occurrences by preliminary examination and by precautions and observations taken during the test. I have also been informed that emergency protocol (i.e.- numbers to fire, police, EMT, are posted by each phone) to deal with these unusual situations should they occur.

Knowing and understanding all risks, it is my desire to proceed to take the test as herein described. **IF CORRECT AND YOU AGREE AND UNDERSTAND, INITIAL HERE** \_\_\_\_\_.

### **3. Benefits to be Expected and Alternatives Available to the Exercise Testing Procedure**

I understand and have been told that the results of this test may or may not benefit me. Potential benefits relate mainly to my personal motives for taking this test, i.e., knowing my exercise capacity in relation to the general population, understanding my fitness for certain sports and recreational activities. Although my fitness might also be evaluated by alternative mean, e.g., a bench step test or an outdoor running test, such tests do not provide as accurate a fitness assessment as the treadmill or bike test nor do those options allow equally effective monitoring of my responses. **IF YOU UNDERSTAND, INITIAL HERE** \_\_\_\_\_.

### **4. Consent**

I hereby consent to voluntarily engage in an exercise test to determine my circulatory and respiratory fitness. I also consent to the taking of samples of my exhaled air during exercise to properly measure my oxygen consumption. I also consent, if necessary, to have a small blood sample drawn from my finger for a blood chemistry analysis, and to the performance of lung function, body-fat (skinfold pinch) tests, Wingate Power test and strength test. It is my understanding that the information obtained will help me evaluate future physical fitness and sports activities in which I may engage. **IF CORRECT AND YOU AGREE, INITIAL HERE** \_\_\_\_\_.

### **5. Confidentiality and Use of Information**

I have been informed that the information which is obtained in this exercise test will be treated as a privileged and confidential and will consequently not be released or revealed to any person without my express written consent. I do, however, agree to the use of any information for research or statistical purposes, so long as same do not provide facts which could lead to the identification of my person. Any other information obtained, however, will be used only by the program staff to evaluate my exercise status or needs. **IF YOU AGREE, INITIAL HERE** \_\_\_\_\_.

**6. Inquires and Freedom of Consent**

I have been given an opportunity to ask questions as to the procedures. Generally these requests which have been noted by the testing staff and their responses are as follows:

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**IF THIS NOTATION IS COMPLETE AND CORRECT, INITIAL HERE \_\_\_\_\_.**

I acknowledge that I have read this document in its entirety or that it has been read to me if I have been unable to read same.

I consent to the rendition of all services and procedures as explained herein by all program personnel.

Date \_\_\_\_\_

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Witness's Signature

\_\_\_\_\_  
Signature of Parent/Guardian  
If under 18 years of age

\_\_\_\_\_  
Test Supervisor's Signature

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“I, \_\_\_\_\_, have enrolled in a program of strenuous physical activity including by not limited to aerobic dance, weight training, physiological testing, nutrition counseling, stationary bicycling, and the use of various aerobic-conditioning machinery offered by **Quest Sports Science Center**. I hereby affirm that I am in good physical condition and do not suffer from any disability that would prevent or limit my participation in this exercise program.”

“In consideration of my participation in **Quest Sports Science Center** exercise program, I, \_\_\_\_\_, for myself, my heirs and assigns, hereby release **Quest Sports Science Center** (its employees and owners), from any claims, demands and causes of action arising from my participation in the exercise program.”

“I fully understand that I may injure myself as a result of my participation in **Quest Sports Science Center** exercise program and I, \_\_\_\_\_, hereby release **Quest Sports Science Center** from any liability now or in the future including but not limited to nutrition counseling, heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee/lower back/foot injuries, and any other illness, soreness, or injury, however caused, occurring during or after my participation in the exercise program.”

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Parent or Guardian  
If under 18 years of age

\_\_\_\_\_  
Date

I hereby affirm that I have read and fully understand the above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Parent or Guardian  
If under 18 years of age

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