



Online Spinal Exercise Program (the "Program")

Participant Waiver

The undersigned prospective Program participant (the "Participant") hereby acknowledges, certifies and confirms as follows:

1. The Participant has been provided with **website information on the healthy back program** and has been directed to the information about the Program that is available at <https://orthophysio.com/services/online-video-exercise-program/> (collectively, the "Program Materials").
2. Company personnel at the Healthy Back Program (hereafter referred to as the Company) have been made available to answer the Participant's questions, if any, concerning the Program including potential risks, to the extent that the Participant has availed themselves of the opportunity to ask questions of Company personnel, the Participant's questions have been answered in terms the Participant understands and to the full satisfaction of the Participant. Contact info@healthyback.ca
3. The Participant, having had the opportunity to review the Program Materials (as described in paragraph 1) as well as the opportunity to ask the Company personnel questions about the Program (as described in paragraph 2) and the Participant's decision to participate has been made on an informed and voluntary basis.
4. The Participant understands that Program outcomes may vary and that the Company has not guaranteed or otherwise promised that any particular outcome or result will be achieved.
5. The Participant hereby covenants to complete medical screening protocols the Company recommends prior to the commencement of any Program activities and to repeat them immediately if there are any changes in their medical condition.
6. The Participant understands and agrees that the Program is a proprietary program developed exclusively by the Clinic and that all Program information, including but not limited to, the Program Materials are, as between the Participant and the Company, the sole and exclusive intellectual property of the Clinic.
7. The Participant agrees to maintain the confidentiality of all information relating to the Program and all Program Materials and acknowledges that any unauthorized use or disclosure of the Program information or any portion thereof could result in significant and/or irreparable harm to the Company and could constitute infringement of the Clinic's rights in such information or a contravention of the applicable law, including, but not limited to, the *Copyright Act* (R.S.C., 1985, c. C-42).
8. The Participant hereby acknowledges having been informed by the Company of the risks associated with the Program and the Participant's participation in the Program and, having regard to such risks and the potential that such risks may come to have an impact (potentially a significant impact) on the Participant, the Participant hereby:
 - a. confirms their willingness to participate in the Program; and
 - b. releases the Clinic, its directors, officers, employees and independent contractors and any referring Physician from any and all claims that the Participant now has or may come to have at any time in the future that is in any way related to the Participant's participation in the Program at any time or from time to time or that in any way related to the Participant ceasing their participation in the Program.
9. The Participant hereby confirms that the Clinic has provided information regarding the *Personal Health Information Protection Act*, S.O. 2004, CHAPTER 3 (PHIPA) and has been directed to the information about the clinic's privacy policy at <https://orthophysio.com/privacy-policy/> and having had the opportunity to consider PHIPA and ask questions of the Clinic the Participant hereby consents to the collection of the personal information as set out below.

Patient Name _____ Date _____

Patient Signature _____ Phone # _____

Date of Birth _____ Email _____

Please send the completed form to info@healthyback.ca | Fax: (416) 925-6823