



Rogue Physical Therapy & Wellness, Inc.

Group In-Person & Remote Wellness Services Policies & Procedures

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Thank you for joining us for group classes and wellness services! At Rogue Physical Therapy & Wellness, Inc., we strive to create a safe and nurturing community to foster health, happiness, and wellbeing through exercise, education and empowerment. We believe in a holistic approach consisting of exercise, assessments, mindfulness, breath, nutrition, and positive thinking. We also offer an online extension to our in person wellness program, that you will have access to as part of your membership! Welcome!

By participating in group classes on any topic, including (collectively “Group Wellness Services”), you agree to these policies Please review them carefully. *Do not participate if you do not agree to being bound by these Policies.*

COMMUNICATIONS POLICY

By providing us with your contact information, or by initiating communication with us by email or text message, you authorize us to call, leave voicemails, and send text messages using that information. We will use this information for non-marketing purposes, including reminders, invoicing updates, and addressing questions. You further understand and agree that communicating with us by unencrypted emails and text messages may not be secure.

WELLNESS SERVICES ARE NOT PHYSICAL THERAPY

Group Wellness Services do *not* constitute medical or healthcare advice and do not create a provider-patient relationship between you and us. If you have concerns about any medical condition, diagnosis, or treatment, you should personally consult with a licensed healthcare provider.

Group Wellness Services are not medical advice. They are for informational and educational purposes only. The techniques, poses, postures, routines, and exercises may not be appropriate for everyone. Consult with your doctor if you have concerns about any medical condition, diagnosis, or treatment. In case of emergency, call 911.

NO WARRANTY

Although we aim to provide useful and correct guidance, we make no warranty as to the effectiveness of our Group Wellness Services for you. Further, we believe the information on our websites, brochures, flyers, and information packets are accurate. However, we cannot guarantee such accuracy as we are not the originators of the underlying data used in the interpretation. Accordingly, we disclaim all liability to any party for any direct, indirect, implied, punitive, special, incidental, or other consequential damages arising directly or indirectly from our Group Remote Wellness Services. Group Remote Wellness Services are provided as-is, without additional warranty.

NOT SUBJECT TO HIPAA

Although we take the confidentiality of our visitors and clients seriously as described in our privacy policy, our activities as they relate to Group Wellness Services are not subject to the Health Insurance Portability and Accountability Act (“HIPAA”). Do not use, provide, transmit, store, or disclose any health information to us that constitutes protected health information (“PHI”).

If you use, provide, transmit, store, or disclose PHI in connection with the Group Wellness Services, you agree to indemnify us against any damages, losses, liabilities, judgments, costs, or expenses (including reasonable attorney fees and costs) arising out such use, provision, transmission, storage, or disclosure of PHI.

INDEMNIFICATION & ASSUMPTION OF RISK

As a condition of receiving Group Wellness Services including remote services, you agree to indemnify us against all claims, liabilities, losses, damages, suits, costs, and expenses, including reasonable attorney’s fees, relating to our services to you, except to the extent that such a claim is caused by our gross negligence or willful misconduct. You further agree to assume all risk of property damage, injury, and/or death associated with the services that we provide to you. The terms of indemnification and assumption of risk shall survive the expiration of this agreement.

Summary of Remote Wellness Services

BENEFITS, RISKS, AND ALTERNATIVES

We strive to explain the benefits, risks, and alternatives to you about Group Remote Wellness Services.

Benefits. Technology platforms can facilitate high-quality Group Remote Wellness Services in a convenient and effective manner.

Risks. The risks may include, but are not limited to, the following: (i) information transmitted may not be sufficient (for example, poor resolution of images); (ii) technical deficiencies or failures; and (iii) your information could be interrupted, accessed, or intercepted by an unauthorized person.

Alternatives. You can always choose not to receive Group Remote Wellness Services.

PRIVACY AND SECURITY OF REMOTE TECHNOLOGY

Remote technology platforms incorporate network and software security protocols to protect your confidentiality. Consistent with privacy laws, our technology includes safeguards intended to secure and ensure the integrity of client information.

We utilize technology that: (i) complies with the relevant safety laws, rules, regulations, and codes for technology and technical safety for devices that interact with clients; and (ii) offers sufficient quality, size, resolution, and clarity such that we believe we can safely and effectively

provide Group Remote Wellness Services. Although you are not receiving medical care from us, we work to comply with applicable state and federal laws, which may still require us to protect the confidentiality and privacy of certain medical and personal information. We have implemented policies to ensure our compliance with these requirements.

SELF-PAY AT TIME OF SERVICE

Group Wellness Services are not-covered under Medicare and most insurance. This means that you will be responsible for 100% of the cost at the time of service.

VOLUNTEERS

During our Group Wellness Services, a volunteer may be present. The volunteer has no medical training and no state licensure. As such, please direct any medical questions to a licensed medical provider. If you do not want to interact with or have assistance from the volunteer, please let us know.

INFORMED CONSENT FOR GROUP WELLNESS SERVICES

Although we are licensed physical therapists, rendering Group Wellness Services does not constitute the practice of physical therapy or any other service for which a state licensure is required. Group Wellness Services are based upon our proficiency in and knowledge of how to help clients set and reach their goals.

AGREEMENT & ACKNOWLEDGMENT

By signing below, I acknowledge and agree that:

- ✓ Group Wellness Services and their risks and benefits (if any) have been explained to me;
- ✓ Group Wellness Services may not have the result that I expect, and I have been informed as to other possible services that may provide me a benefit;
- ✓ Group Wellness Services are not an exact science, and that I have not been given any guarantees about the result;
- ✓ I have had ample opportunity and time to discuss my concerns with any healthcare provider, and all my questions have been answered to my satisfaction;
- ✓ Group Wellness Services do not include physical therapy.
- ✓ Group Wellness Services may be provided remotely, including by phone, email, fax, Skype, VoIP, and the like.
- ✓ Group Remote Wellness Services are not medical services and are not intended to diagnose, cure, or treat any illness;
- ✓ Group Remote Wellness Services are generally not covered by insurance; you are responsible for payment at the time of service.
- ✓ You assume all risk of Group Remote Wellness Services; and
- ✓ You agree to indemnify us for any loss, damage, or injury incurred during the course of receiving Group Remote Wellness Services, to the extent permitted under the law.
- ✓ Core Rules. Please: (i) modify the exercises as needed, (ii) rest when necessary, (iii) have a spotter available, and (iv) have something to hold onto or, if balance requires, modify

the exercises to be done from a seated position. For safety (and comfort!), please exercise either in sneakers or barefoot, and avoid exercising in just socks.

- ✓ Recording: As a condition of participation in the Group Remote Wellness Services, you warrant and guarantee that you will not record, capture, screenshot, or otherwise engage in any electronic motion picture or photographic acquisition of the Group Remote Wellness Services.

Agreement to Terms: You have read and understand this entire document and agree to be bound by each and every part, have truthfully and to the best of your knowledge provided the information requested, and agree to update us of any changes to your health.

I agree to be bound by these Group Wellness Services Policies & Procedures, and I hereby give my informed consent.

Client printed name: _____

Client signature: _____ **Date signed:** _____

Effective August 29th, 2020