Caregiver Agreement and Waiver (Page 1)

I understand that as a Caregiver, I am here ONLY to assist the member I am accompanying. If I am interested in exercise opportunities I need to speak with a Front Desk Professional to learn more about guest and membership programs at Lakeshore Foundation.

Lakeshore employs professionals in the area of exercise science, therapeutic recreation, athletic training, and adapted physical education. Lakeshore Foundation staff do not provide, nor are they qualified to provide, medical or rehabilitation services such as physical therapy, or occupational therapy. In addition, the Lakeshore Foundation staff does not routinely perform personal care for members or participants served by the organization. If participants are unable to perform their own personal care independently while exercising at Lakeshore Foundation, they may be required to have a family member or attendant (caregiver) accompany them. All caregivers must be identified by the member and must complete the caregiver waiver at the back of this form. While a caregiver should assist a member with his/her exercise program, personal training may be provided only by a Lakeshore Foundation personal trainer. Caregivers are expected to be responsive to the professional recommendation of the staff. All members are provided a copy of this caregiver information in their member handbook upon joining and must complete a separate caregiver agreement and waiver for each individual who attends with them.

I have read and agree with above information regarding Caregivers at Lakeshore Foundation. I understand that I must also complete the waiver on the back of this page prior to entering the facility. I may also be asked to wear a badge or bracelet identifying me as a caregiver in the facility.

________________________________________  __________________________
Caregiver Name                                 Signature

________________________________________  __________________________
Member Name                                    Signature

Date

A complete caregiver agreement includes completion of both pages of this document. Thank you!
Caregiver Agreement and Waiver (Page 2)

The undersigned, (hereinafter referred to as “Caregiver”) agrees to abide by the rules of Lakeshore Foundation.

I (“Caregiver”) hereby agree that all use of Lakeshore Foundation’s facilities, premises, services and programs shall be undertaken at my sole risk and Lakeshore Foundation shall not be liable for any injuries, accidents or deaths occurring to applicant, arising either directly or indirectly out of utilizing Lakeshore Foundation’s facilities, services and programs whether caused by the negligence or wrongful conduct of Lakeshore and any of its agents or employees. The Caregiver for himself(herself) and on behalf of his(her) executors, administrators, heirs and assigns, does hereby expressly release, discharge, waive, relinquish, and covenants not to sue Lakeshore Foundation, its officers and agents for all such claims, demands, injuries, damages or cause of action, with respect to use of Lakeshore Foundation facilities, premises, programs and services which the Caregiver may suffer or incur as a result of participation in such program, whether or not caused by the negligence or wrongful acts of such persons or any agents, servants or employees of any of them. I do further agree to indemnify and hold harmless each of them, of and from any and all claims, demands or actions of any kind or nature whatsoever arising out of any injury or damages incurred by the Applicant. In signing this release, I acknowledge and represent that I am over 19 years of age, I am of sound mind, I have read this release, understand it, and sign it voluntarily, and that this paper contains the entire agreement between myself and Lakeshore Foundation.

The Caregiver declares that he(she) is physically able to perform the caregiver duties needed by the person they are assisting.

The Caregiver also consents to and authorizes the taking of photographs, movies, films, videotapes, tape recordings, or reproductions (collectively, “Reproductions”) and consents to the use, copyright, license, publication or broadcast of the same for advertising, educational, promotional, or publicity purposes on the part of Lakeshore Foundation and by its affiliated and associated organizations, including its directors, officers, agents, servants and employees. Caregiver hereby grants and assigns to Lakeshore Foundation the right, title, and irrevocable authority and interest to such Reproductions. Caregiver waives any and all claims for compensation and waives any and all claims related to or arising out of the publication and dissemination of the same for any lawful purposes. Caregiver further authorizes the communication of information concerning the Caregiver in connection with the utilization of such Reproductions by Lakeshore Foundation and its affiliated or associated organizations, and their respective directors, trustees, officers, agents, servants and employees without claim for compensation and waives all claims related to or arising out of the publication and dissemination of the same.

Please sign below. If under the age of 19, must be signed by a parent or guardian.

Signature ____________________________________________

(Printed name and relationship if applicable)