



**Myofascial Cupping User Agreement
West Forsyth High School Athletic Training**

*****PLEASE READ CAREFULLY BEFORE SIGNING*****

Personal Information

Date _____ Name _____

Date of Birth _____ Phone/Cell Phone _____

Email _____ Sex: M _____ F _____

Emergency Contact Info _____ Relationship to Athlete: _____

I have requested to receive Myofascial Cupping at West Forsyth High School (Atlanta Rehab). I understand that Myofascial Cupping is not an FDA approved procedure and is not an approved medical device.

No representations or claims are made as to the medical benefits of Myofascial cupping, including without limitation claims that Myofascial cupping reduces muscle soreness, decreases pain, increases Range of Motion, or promotes mechanisms of action such as increased blood circulation, or capillary action. Myofascial cupping is not intended to diagnose, treat, cure or prevent diseases, illnesses, imbalances or disorders. No results from Myofascial cupping are assured. Every customer is different and responds differently to the therapy.

Contraindications:

I have been advised to consult with my physician before using Myofascial cupping. I understand that Myofascial cupping cannot be used by individuals with:

- | | |
|-------------------------------|----------------------------------|
| Phlebitis | Open Sores |
| Cellulitis | Pregnancy |
| Disease of blood vessels | Allergic Dermatitis |
| History of blood clots | Skin Infections |
| Uncontrolled seizure disorder | Uncontrolled high blood pressure |

I am aware of and accept all risks of Myofascial cupping and also fully accept responsibility for any injuries that may occur if I fail to consult with my physician or if I do not follow his or her



recommendations. I confirm that I am in good health and I do not have any of the contraindications identified above or other physical condition that would preclude me from safely using Myofascial cupping. I also accept responsibility for any injuries that result from my failure to follow instructions given by the attendant, or my failure to comply with other directions included in this form.

BY SIGNING BELOW I CONFIRM THAT I HAVE CAREFULLY READ BOTH PAGES OF THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I VOLUNTARILY AGREE TO EACH OF ITS TERMS AND PROVISIONS, AND SIGN OF MY OWN FREE WILL.

User Signature: _____

FOR MINORS ONLY: Parent/Legal Guardian Signature: _____

Description of Procedure:

1. Participation in Myofascial cupping session involves using different tools to assist in trying to help mobilize soft tissue. Typically this process takes between 5-30 minutes depending on the size of the treatment area.

2. If I experience any pain or mental or physical discomfort at any time during the process, I understand I should notify West Forsyth Athletic Trainers, Bre Richards and Katelynn Simpson immediately.

Waiver and Release:

1. This is an assumption of the risk, release of liability and a waiver of certain legal rights.
2. By signing this Agreement, I:
 - A) Acknowledge that use of Myofascial cupping involves risk of bodily injury, including nerve damage, muscle damage, muscle soreness, increase in inflammation, disability or death. I acknowledge that I am voluntarily participating in Myofascial cupping with knowledge of the dangers involved and accept and assume all risks of injury, illness, disability or death.
 - B) Expressly waive and release any and all claims against Atlanta Rehab, and their respective officers, directors, employees, agents, affiliates, successors and assigns (which are collectively referred to as "the Released Parties"), arising out of or attributable to my use of Myofascial cupping, except to the extent caused by the negligence or intentional misconduct of the Released Parties. I covenant not to assert any such claims against the Released Parties, and forever release and discharge the Released Parties from liability for such claims.

Arbitration



I agree that any claim or dispute arising out of or related to this Agreement or the use of Myofascial cupping shall be resolved by final and binding arbitration. I agree that this provision is governed by the terms of the Federal Arbitration Act. I understand and agree that by agreeing to arbitrate, I am waiving my rights to a Jury trial. I understand that this agreement is also binding on any individual or entity claiming by or through me or on my behalf. The arbitration of any claim or dispute herein under shall be conducted in the State of Georgia in accordance with the Rules and Procedures of Henning Arbitration and Mediation Services, Inc. a copy of which is available to me upon request. I understand that I have the right to revoke this agreement no later than ten days following signature and that, if I choose to revoke, I must request and execute a revocation form within this time period.

Note:

If the individual signing this agreement is doing so on behalf of his or her minor child or any other person for whom he or she is legally responsible, the signature below affirms that he or she has the authority or obligation to contract for the provision of services to that minor child or other person, and that his or her execution of this agreement is in furtherance of that authority or obligation.

FOR MINORS ONLY: Parent/Legal Guardian

Signature: _____ **Date:** _____

General Provisions:

- A. This Agreement shall be construed and interpreted as broadly as possible under the applicable law of the jurisdiction in which I use Myofascial cupping, with the words, terms, provisions, covenants, and remedies contained in this Agreement to be enforceable to the fullest extent permitted by applicable law.
- B. If any portion of this Agreement is held invalid, the remainder shall not be affected and shall continue in full legal force and effect.
- C. The terms of this Agreement shall continue from this date forever and shall apply to each use by me of Myofascial cupping without the need for me to re-execute this Agreement.
- D. This document constitutes the entire agreement regarding my use of Myofascial cupping and any product, services or equipment connected with the Released Parties and supersedes all prior discussions, agreements and representations about the use, benefits or risks of Myofascial cupping. This Agreement may only be modified in a writing signed by me and an authorized representative of the Company.