



## CONSENT, LIABILITY, HIPPA, AND STATEMENT OF FINANCIAL RESPONSIBILITY

1. **CONSENT FOR TREATMENT.** I hereby consent to and authorize my physical therapist at Eclipse Physical Therapy and Sports Performance and their affiliates, to provide me with care and treatment as necessary. I acknowledge that no guarantees have been made to me about the results of treatment.

2. **RESPONSIBILITY OF PAYMENT.** I acknowledge that in consideration of the services provided to me by Eclipse Physical Therapy and Sports Performance, LLC, I am financially responsible for payment of my bill. I understand that it is my responsible to provide accurate and current insurance information and to familiarize myself with my insurance plans, policies, and coverage. Any questions I have regarding specifics of my health insurance plan or benefits should be directed to my health plan provider. My health insurance plan my state that a portion of the charges and balance may remain my personal responsibility; such as deductibles, co-insurance, co-payment, or charges not covered or denied by my health insurance. I understand that I have the right to revoke current patient from physical therapy services at any time. I also have the right to revoke my insurance consent at any time by contacting the provider for the patient and indicating in writing that I no longer consent to use of the patient's insurance benefits and/or no longer want my the patient to receive Physical Therapy services. However, I understand that any balance for services received prior to the point of cease of services or use of insurance benefits is due IN FULL immediately. **Please note that refusal to sign this form does not change my responsibility for payment in any way.**

3. **ASSIGNMENT OF BENEFITS.** I hereby assign Eclipse Physical Therapy and Sports Performance, LLC and NetHealth/PBI all of my rights and claims for reimbursement under my health insurance policy. I agree to provide information as needed to establish my eligibility for such benefits. I understand that a quotation of benefits form my private insurance company is not a guarantee of payment.

4. **PERSONAL LIABILITY.** I fully understand and acknowledge that (a) the activities in which I will engage as part of the treatment or physical fitness provided by Eclipse Physical Therapy and Sports Performance and the physical therapy activities and equipment I may use as a part of that treatment have inherent risks, dangers, and hazards and such exists in my use of any equipment and my participation in these activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that, could cause serious disability; (c) these risks and dangers may be caused by the negligence of the representatives or employees of Eclipse Physical Therapy and Sports Performance LLC, the negligence of the participants, the negligence of others, accidents, breaches of contract, or other causes. By my participation in these activities and for use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or the conduct of the representatives or employees of Eclipse Physical Therapy and Sports Performance, or by any other person. I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Eclipse Physical Therapy and Sports Performance LLC, and their representatives, employees, and assigns from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of any equipment or participation in these activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the representatives or employees of Eclipse Physical Therapy and Sports Performance LLC. I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE Eclipse Physical Therapy and Sports Performance FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

5. **ACCESS TO AND RELEASE OF HEALTH INFORMATION.** I understand that Eclipse Physical Therapy and Sports Performance, gathered information related to my treatment in electronic and other forms of payment purposes and to support those who are caring for me. I authorize my Physical Therapist, NetHealth, and PBI administrative staff to contact other healthcare professional that may have information related to my prior or current health conditions and treatment.

6. **HIPPA AUTHORIZATION.** I understand that Eclipse Physical Therapy and Sports Performance complies with HIPAA and will protect my Protected Health Information (PHI) and will use it as allowable by law in the treatment, billing and collection pertaining to my care until my case is closed and full payment is received. I also authorize the release of any information pertinent to my case to any insurance company, adjuster or attorney for the purpose of securing payment under this policy of insurance or to any Medical Provider associated with my case to effectively treat me. The authorization is in effect until 90 days from the date the last bill is collected. I have received a copy of the Notice of Information Practices. A photocopy of this Assignment shall be considered effective and valid as the original.

By signing below, I certify that I have read, fully understand and agree to each of the above statements in this document and I voluntarily affix my name in agreement.

\_\_\_\_\_  
Signature of Patient or Legally Responsible Person Date

\_\_\_\_\_  
Printed Name of Person Above Date