



TOGETHER WE MOVE
Client Service Agreement

THIS CLIENT SERVICE AGREEMENT is entered into on this day of month , 20 , between The Natalie Barnhard Center for Spinal Cord Injury Rehabilitation and Recovery (herein Motion Project) and you Print name (hereinafter referred to as "You" or "Client") who desires to participate in Motion Project's activity-based ability recovery programs, Motion Project's Local Client Program, Visiting Client Program, Train Your Trainer Program, and/or the Home Recovery Program (collectively, the "Motion Project Programs"). As lawful consideration for being permitted by Motion Project to participate in the Motion Project Programs, I agree to all the terms and conditions set forth in this Client Service Agreement (the "Agreement").

AGREEMENT

In consideration of this Agreement, Motion Project and Client agree as follows:

1. **Program Application:** While Motion Project accepts all applicants into their programs, Clients must fill out the application honestly, fully, and it must be done prior to the date of evaluation. The evaluation will not be conducted without a completed application and the corresponding documentation requested therein.
2. **Reservation Confirmation:** To guarantee visitation dates for the Visiting Client Program, Motion Project requires an initial non-refundable deposit equivalent to 25% of Your total invoice. Full payment will be required at Your first visit.
3. **Program Cancellations:** All Visiting Client program cancellations must be received with at least two (2) weeks' notice or the Client will be charged a non-refundable fee of \$50 taken from the original deposit. Motion Project will allow a period of six (6) months for rescheduling. If cancellation occurs more than two (2) times in that six (6) month period, the entire deposit will be forfeited. If You have not rescheduled within the six (6) month period, the entire deposit will be forfeited. If cancellation occurs less than two (2) weeks from the scheduled date, the entire deposit will be forfeited.
4. **Initial Consultation:** Initial Program consultations occur on the day of the Client's evaluation. The consultation provides the Client with a review of all Motion Project documents as well as an opportunity to discuss any questions that the Client may have. Members of the administrative staff will complete consultations.
5. **Evaluation:** Client evaluations will be scheduled as soon as all the paperwork is received. Each client is unique so the evaluations will range from one to three hours and the cost is \$100 per hour payable at the time of the evaluation. You will allow the training staff to assess your abilities and to build a customized exercise program for You going forward. All training sessions are designed with Your goals in mind and the proper exercises to get You to meet them. The number of sessions/days will then be discussed and determined, and your time will be scheduled.
6. **Scheduling:** Scheduling is done by the administrative staff only. Staff availability may vary depending on the day. Motion Project tries to accommodate all scheduling requests but cannot guarantee that all requests will be met. Clients are encouraged to set up a recurring appointment (same days and times) in effort to meet scheduling requests. Please see the scheduling policy for more details.



7. **Third Party Billing:** Please understand that the Clients are ultimately responsible for payment. Clients will have to work directly with the organizations for any reimbursements to Client accounts. Please contact all organizations that may contribute to Your sessions and put them in contact with the administrative staff.
8. **Insurance Coverage:** Since Motion Project is not a medical facility, please understand that We do not bill insurance companies directly. Clients will need to submit invoices (with CPT codes) directly to their insurance carrier, or other third-party billing for possible reimbursement or to request payment to Motion Project.
9. **Authorization:** Client understands that the Client is personally responsible to pay all charges for services rendered to them and agrees to comply with payment policies. Client authorizes Motion Project administrative staff to discuss medical/personal information with insurance carriers and related agents in attempt to determine eligibility and benefits. Client authorizes payment for rendered services to be paid directly to Motion Project.
10. **Facility Hours of Operation:** Motion Project is open Monday through Friday from 9:00am to 5:00pm. Saturdays and appointments outside of normal operating hours are by exception only and are subject to staff availability.
11. **Health Status/Medication Update:** Client is required to immediately notify Motion Project of any changes in medical condition. Such conditions include, but are not limited to blood clots, pressure sores, recent falls, fractures, sprains, as well as any changes in prescription medications. Depending on the severity of the condition, written medical clearance may be required before reentering the schedule. Client will indemnify and hold harmless Motion Project and all employees, volunteers, directors, officers, clients, interns, and agents thereof from any claim, demand and/or cause of action of any nature whatsoever related to injuries sustained because of undisclosed medical conditions or changes in prescribed medications.
12. **Skin Check Requirements:** Due to the prevalence of pressure sores in individuals with neurological conditions, proactive and preventative skin checks need to be a daily priority. It is the responsibility of the Client to check his/her skin every day, especially after a training session. Client MUST inform their Motion Project Training Specialist and/or administrative staff member immediately if Client has a blister or skin breakdown. This will allow Training Specialists to take extra precautions when designing the training session and add necessary aids to certain modalities. If the training staff is unaware of the skin problem, continuation of the training session could result in a deep pressure sore, which could delay recovery and lead to severe complications. Pressure sores are a very serious issue and may end up requiring extensive recovery time as well as additional medical intervention.
13. **Osteoporosis/Osteopenia Acknowledgement and Release:** Client understands that osteoporosis is a disease in which bones become fragile and can become more prone to fracture. If left untreated, osteoporosis can progress painlessly until a bone break. Clients that spend much of their time in a chair have a much higher likelihood of developing osteopenia/osteoporosis due to the lack of weight bearing, or gravitational forces acting on the upright body. Training sessions at Motion Project incorporate exercises to increase bone mineral density by increasing the amount of load bearing being done by the Client. All Clients will be required to have a Bone Mineral Density scan within the last six months prior to beginning the Motion Project Program. Clients may also be asked to be reassessed to show improvements, or for client safety. Client understands that the programs at Motion Project require strenuous physical activity and exercise in which there are potentially serious risks and dangers including, but not limited to, fractures, disability or even death. Considering the above information, Client is requesting voluntary participation in Motion Project, and has obtained appropriate medical insurance that will provide for medical treatment in case of accident, illness, or injury for the duration of the program. Client will use Client's personal medical insurance as a primary medical coverage payment if an accident or injury occurs.



- 14. **Physicians, Therapists, Exercise Professionals, and Family Members:** Motion Project allows family members and caregivers to be present during the Client’s training sessions. If a Client wishes for someone else (friend, trainer, film crew, healthcare professionals, etc.) to be present during their session they must have it cleared by the administrative staff. Motion Project maintains the right to deny requests to observers if they feel that it is not in the best interest of the Client or Motion Project.
- 15. **Termination of Services:** Motion Project reserves the right to terminate the service relationship with Clients at any time, for any reason, with or without cause or notice and with no further liability to client. No oral or written statement shall limit the right to terminate the relationship.
- 16. **Professional Services:** Although Client may work with several licensed professional medical service providers because of Client’s enrollment in the program, Client acknowledges that Motion Project is not a licensed professional medical services provider and will not be providing licensed professional medical services to Client.
- 17. **Medical Treatment:** Client understands that the information and treatments obtained by participating in the programs do not constitute medical treatment, diagnosis, or advice. Client understands that they should seek the advice of a physician or other qualified health professional if Client has questions about any medical conditions.
- 18. **Medication Information Update.** For Motion to best serve You, Client is required to immediately notify Motion Project of any changes in current medical condition. Such conditions include but are not limited to blood clots, pressure sores, recent fall, any skin issues, recent bone fractures and sprains as well as any change in prescribed medications. Depending on condition, written medical clearance may be required before reentering the program. Client will indemnify and hold harmless Motion Project and all employees, volunteers, directors, officers, clients, and agents thereof from any claim, demand and/or cause of action of any nature whatsoever related to any injuries sustained because of undisclosed medical conditions or changes in prescribed medications.
- 19. **Consent to Use of Materials.** By signing this Agreement and joining Motion Project, Client gives Motion Project a perpetual, worldwide, royalty-free, sublicensable, assignable license to use Client’s name, voice, visual likeness, photographs, and film of you (collectively, the "Materials") to use, adapt, modify, reproduce, distribute, publicly perform, and display, in brochures, advertisements, commercials, on the Motion Project website and in any form now known or later developed throughout the world. Client understands and agrees that Motion Project shall be the exclusive owner of all title and interest, including copyright, in all works containing the Materials.

I have read this Client Service Agreement, I fully understand its terms, and I understand that I am forfeiting substantial rights, including the right to sue. I acknowledge that I am signing this Agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. The undersigned further expressly agrees that the foregoing Agreement is intended to be as broad and inclusive as is permitted by the law in the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Client Printed Name

Date

Client or Guardian Signature (if Under 18)

Motion Project Signature/Title



WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

This Agreement is entered into between the Natalie Barnhard Center for Spinal Cord Injury Rehabilitation and Recovery (“Motion Project”) and the undersigned (“Client”) who desires to participate in Motion Project’s activity-based ability recovery programs, Motion Project’s Local Client Program, Visiting Client Program, Train Your Trainer Program, and/or the Home Recovery Program (collectively, the “Motion Project Programs”). As lawful consideration for being permitted by Motion Project to participate in the Motion Project Programs, Client agrees to all the terms and conditions set forth in this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement (the “Agreement”).

Client is aware and understands that participation in the Motion Project Programs involves inherently dangerous activities that could involve the risk of serious injury and/or death. The specific risks vary from one activity to another and may range from (1) minor injuries such as scratches, bruises, and sprains, to (2) major injuries such as bone fractures, joint injuries, pressure sores, heart attacks, concussions, to (3) catastrophic injuries including death. Client acknowledges that Client is knowingly and voluntarily participating in the Motion Project Programs with an express understanding of the danger involved, and hereby agrees to accept and assume any and all risks of injury and/or death, whether caused by the negligence of Motion Project or otherwise, including but not limited to: (a) use of any equipment or facilities; (b) improper maintenance of any equipment, premises, or facilities; (c) negligent instruction or supervision; (d) negligent hiring or retention of employees; and/or (e) slipping or tripping and falling while on any portion of the premises.

Client hereby expressly waives and releases all claims, now known or hereafter known, against Motion Project, and its members, managers, employees, agents, affiliates, successors, and assigns (collectively, “Releasees”), on account of injury or death arising out of or attributable to Client’s participation in the Motion Project Programs, whether arising out of the negligence of Motion Project or any Releasees or otherwise. Client covenants not to make or bring any such claim against Motion Project or any other Releasee, and forever release and discharge Motion Project and all other Releasees from liability under such claims.

Client shall defend, indemnify, and hold harmless Motion Project and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out of or resulting from any claim of a third party related to my participation in the Motion Project Programs.

Client acknowledges that although Client may work with several licensed professional medical service providers because of Client’s enrollment in the program, Motion Project is not a licensed professional medical services provider and will not be providing licensed professional medical services to Client.

This Agreement constitutes the sole and entire agreement of Motion Project and the Client with respect to the subject matter contained herein and supersedes all prior agreements. If any term or provision of this Agreement is found invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision. This Agreement is binding on and shall inure to the benefit of Motion Project, the Client, and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with and enforced under the laws of the State of New York. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Erie County, New York, and the Client hereby consents to the exclusive jurisdiction of such courts.

I, the Client, acknowledge that I have carefully read this Agreement and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. I am aware and agree that by executing this waiver and release, I am giving up my right to bring a legal action or assert a claim against Motion Project for negligence. I have read and voluntarily signed the waiver and release, and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Client Printed Name

Client or Guardian Signature (if Under 18)

Date

Motion Project Signature/Title



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COVID-19 Waiver & Release of Liability and Assumption of Risk Agreement

By signing below, I acknowledge that an inherent risk of exposure to COVID-19 exists in any public place where people are present. By participating in Motion Project’s activity-based ability recovery programs, Motion Project’s Local Client Program, Visiting Client Program, Train Your Trainer Program, and/or the Home Recovery Program (collectively, the “Motion Project Programs”), as defined by the Motion Project Client Service Agreement and Motion Project Waiver and Release of Liability and Assumption of Risk Agreement, the terms of which are incorporated herein by reference, I voluntarily assume all risks related to exposure to COVID-19, and agree not to hold Motion Project, or any of its members, managers, employees, agents, affiliates, successors, and assigns liable for any illness or injury.

Client Printed Name

Client or Guardian Signature (if Under 18)

Date

Motion Project Signature/Title



TOGETHER WE MOVE
Scheduling & Billing Policy

SCHEDULING

INITIAL SCHEDULING:

Our goal is to ensure that you have the best training program at The Natalie Barnhard Center for Spinal Cord Injury Rehabilitation and Recovery (“Motion Project”). All initial scheduling of appointments should be made through our administrative staff. Please be advised that we may not be able to accommodate every requested date or time.

SCHEDULE CHANGES

If you wish to make changes to your schedule or cancel an appointment, please call, email, or speak directly to those in charge of scheduling. You are responsible for making sure that the administrative staff has received your schedule change request.

CANCELLATION POLICY

All clients **MUST** provide Motion Project with a 24-hour notice of cancellation to receive full credit for the cancelled hours. (if already paid). We understand that emergencies and accidents do arise. Please let us know as early as possible so that we can staff accordingly.

NO SHOW POLICY

Failure to show up for scheduled hours with no advanced notice will result in those hours being billed in **FULL**. Clients on a recurring schedule who accrue more than three (3) no shows, are subject to forfeiting their spot on the schedule.

RESCHEDULING POLICY

Clients are offered the option to reschedule any hours that they need to cancel, provided they have given more than a 24-hour notice, AND the rescheduled hours are to be within the same calendar month (exceptions may be made for certain circumstances). Rescheduling of hours will work under the following parameters:

- All rescheduling of hours must be discussed within seven (7) days of the original cancellation notice. All hours that are not rescheduled immediately are the responsibility of the client to reschedule. No rescheduling will be initiated by the administrative staff.
- All hours may be rescheduled **ONE** time with no fee. If a client requests to reschedule hours for a second time, a \$25 rescheduling fee will be assessed for **EACH** rescheduled hour. Hours cannot be rescheduled more than two (2) times.
- If the client is unable to complete hours that have already been rescheduled twice, they will be recorded as a cancellation.
- If payment for the current month has already been received, cancellations that fit the rescheduling policy criteria may be credited to the following month. This is done on case-by- case basis and needs to be discussed with the administrative staff at the time of cancellation.



LOCAL CLIENTS

Our local Clients are encouraged to set up a recurring appointment (same days and times) schedule to maximize their training as well as schedule around their outside appointments. Recurring appointments are the best way to hold a spot on the schedule and sustain consistent training.

Clients that choose to schedule week to week cannot be guaranteed the same scheduled days, times, or trainers. If a client plans on coming to Motion Project two or more times per week, please identify days and times that work best, and schedule out at least a month in advance.

VISITING CLIENTS

To guarantee training dates for the Visiting Client Program, Motion Project requires an initial non-refundable deposit equivalent to 25% of the visiting client’s total invoice. This deposit ensures the visiting client’s days and hours on the schedule. Full payment will be required at the visiting client’s first visit.

Motion Project asks that visiting clients be flexible when it comes to scheduling as some of the times may change based on schedule availability. The administrative staff will try to accommodate all schedule requests; but visiting client schedules may differ day to day. If there are any special scheduling requests (i.e., splitting sessions two (2) hours in the morning, one (1) hour in the afternoon with a break between) please specify when doing initial scheduling.

Ultimately, it is the responsibility of the visiting client to know his/her schedule and be on time for scheduled appointments. If a visiting client has any questions, please do not hesitate to ask the administrative staff.

BILLING

FEE CALCULATION - Motion Project’s fees are calculated monthly based on the number of days and hours Clients are scheduled at the center for the following month. Fees are calculated at the rate of \$100 per hour. Each client will have an evaluation. Evaluations vary by client and range from one to three hours at the rate of \$100 per hour.

INVOICES - Invoices are generated and emailed approximately on or about the 16th of each month. Clients are responsible for ensuring invoices have been received. If no invoice has been received, please contact our Billing Department at 716-668-4724. Please be sure to provide the email addresses for every party that needs a record of the invoice.

PAYMENT METHOD – Motion Project accepts payments by cash, check, or credit card.

Please make checks payable to: Motion Project Foundation, Inc.
Print in memo section of check: Client’s Name.

Send check to: Motion Project Foundation, Inc.
4820 Genesee Street
Cheektowaga, New York 14225

RETURNED CHECKS - There is a \$25.00 fee for every returned check.

DUE DATE AND LATE FEES – Payment of each invoice in full is due on the 1st of each month. Motion Project honors a grace period until the third day of each month. If Motion Project has not received full payment by the third day of each month, a \$100 late fee will be applied to the invoice for the following month. If payment is not received by the fifth day, client will be removed from the schedule.



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THIRD PARTY BILLING - Clients are ultimately responsible for payment until third party coverage begins. Motion Project is unable to follow up with these organizations on your behalf. Additionally, clients will have to work directly with the organizations for any reimbursements to client accounts.

INSURANCE COVERAGE – At this time, most major health insurance carriers do not cover our program. If you have applied for coverage from an insurance company and have obtained approval, please forward the approval letter to our Billing Department as soon as possible. Since Motion Project is not a medical facility, please understand that we do not directly bill insurance companies. Clients will need to submit invoices directly to any third party either for reimbursement or to request payment to Motion Project. Payments must be received by the due date, or the late fee will be applied.

HELP HOPE LIVE (HHL) – Clients who have an account with HHL are responsible for mailing check requests accompanied by the monthly invoice. Please contact HHL for their policies and procedures: (800) 642-8399.

OTHER FOUNDATIONS, FUNDS, TRUSTS – If payment will be made on a client’s behalf by another foundation, fund or trust, the client will need to submit invoices to the applicable party allowing enough time so that Motion Project will receive payments by the due date.

I have read and understand Motion Project’s Scheduling and Billing Policies and I understand my responsibility to plan training sessions accordingly and inform Motion Project if I have difficulty fulfilling my scheduled training sessions.

Client Printed Name

Date

Client or Guardian Signature

Motion Project Signature



What to Bring to Motion Project

Snacks: Please bring a snack such as a protein bar, fruit, or trail mix. Low blood sugar can limit your physical output and cause delays in your training.

Water: Staying hydrated is important for everyone. We encourage you to drink water throughout your training. We ask that water be the only drink you bring onto the training floor.

Gym Attire: Please wear appropriate gym attire while at the facility. Proper footwear is imperative to your safety. Your shoes will play a large role in all your training, from table work to active load bearing, to taking steps. Some of our equipment is built with grip tape, so bare feet or socks will not be allowed. Clothing should be comfortable and easy to move in. Dressing in layers is advised. It is easy to add or remove a layer because of facility temperature or body temperature during exercise. Please do not wear jeans or denim to your training sessions.

Requested Paperwork: If you have had any changes to medications or general health conditions since filling out your application, please bring a list with you. We strive to provide the best training program for you, so any updates will only help us improve on your training.

Functional Electrical Stimulation (FES) or ARP Pads: These pads are to be kept by the clients. We will have the pads available for sale, but no longer have the space to store them. Please be advised that we will not use any electrical stimulation if you do not have your pads.

Change of Clothes: It is important for you to feel comfortable. We understand that bowel and bladder accidents do occur. We want you to miss as little training time as possible. We have a changing room available, allowing you to get back to training as quickly as possible. We are unable to make up the time lost due to accidents. Leaving a backpack with a change of clothes at the facility is encouraged. Please let us know if you wish to do so.

KFOs and AFOs: It is not necessary to bring KFOs to your training. If you would like our trainers to observe something that you are doing with them, we will do that for you. We will not do much training with KFOs. Use of KFOs will be at the discretion of the training staff. If you have AFOs, we do encourage you to wear them as needed. We may take those off as well for much of the workout, in attempt to strengthen your muscles.

Other Recommended Items:

Bike Shorts: We use a variety of exercise equipment. To help reduce friction, we are asking that you wear a pair of bicycle shorts if you know that you have sensitive skin or are prone to friction burn or blisters. They are not mandatory, but you know your body better than we do.

Knee Pads/Elbow Pads: You may end up doing some hands & knees, elbows & knees, or crawling activities. We have some pads here, but you may want to purchase your own.

Towel: If you know you are prone to sweating, you may want to bring a towel with you.

Positive Attitude: Please bring a positive attitude with you to training. You cannot begin to heal physically until you are willing to heal mentally. We all have good days and bad days, but we strive to make sure that our bad days do not affect your training, so we are asking the same of you.



Client Incentive Referral Program

Since we first opened, we have been working hard to let the world know that we are here. Many of our clients have been extremely helpful with recommending our programs to others, mentioning our programs on social media, and discussing us with their doctors. To show our gratitude for you spreading the word about our facility and helping us expand our program, we would like to offer ONE (1) free training hour per referral that meets the following criteria:

- Referred client informs the Administrative Staff who referred them to Motion Project.
- Only applies to first-time clients that book an evaluation.
- Referred client completes their evaluation.

How It Works:

The Motion Project application includes a “Referred By” section. Please inform the new prospective clients to put your name in this section. Once the referred client completes their evaluation, a credit for one (1) training session will be applied to your account. If you are not a regularly scheduled client, the administrative staff will contact you regarding the use of the credit.

Additional Information:

- The credited training sessions are not redeemable for cash value.
- There is no limit to how many clients you refer or how many training hours you may earn. Please keep spreading the word.
- This policy pertains only to Motion Project.

We appreciate your continued support. Thank you for helping us become the leader in activity-based recovery, and a facility that is recognized throughout the world. Without your support, we could not do what we do.

If you have any questions regarding the Motion Project Client Incentive Referral Program, please contact the administrative staff.