

ATHLETICO

PHYSICAL THERAPY

APPEARANCE RELEASE AND HIPAA AUTHORIZATION FORM

By my signature (or the signature of my parent or legal guardian, if applicable) set forth below, I hereby acknowledge that:

I have been asked to participate in the production of one or more segments of a healthcare related media initiative (such image and sound capture and subsequent display in any media, including print, social media, webcast, television broadcast, narrowcast, video, DVD, CD or other form of distribution, is hereinafter referred to as the "Program") which will be produced and distributed by any and all media (the "Producers").

Athletico, Ltd., Athletico Management, LLC or one of their respective subsidiaries or affiliates, including, without limitation, Accelerated Rehabilitation Centers, Ltd., Accelerated Health Systems, LLC, or one of their respective subsidiaries or affiliates (collectively, "Athletico"), has permitted the Producers to photograph, film or otherwise create one or more segments of the Program at facilities maintained by Athletico or other facilities designated by the Producers.

As a result of my participation in the production of one or more segments of the Program, it may be necessary for the Producers and/or Athletico to use, simulate and portray my name, likeness, picture, image, voice, personality and "protected health information" (see below) (collectively, "Name, Image and Health Information") in and in connection with the production, distribution, promotion, advertising and exploitation of the Program. The permission granted herein shall include the right to use, re-use, publish, re-publish, change, modify, or alter my likeness in connection with the development, production, distribution, exhibition, advertising, publicity, promotion and other commercial and non-commercial exploitation in any and all media.

Federal privacy law requires that I review and sign an authorization before Athletico may use and/or disclose my protected health information for purposes other than treatment, payment or health care operations. Federal privacy law defines protected health information as "individually identifiable health information." This is information that is created and/or received by a health care provider, such as Athletico, in the course of patient care. It usually includes a patient's name, age, address, gender, race, marital and insurance status, as well as information that relates to the past, present or future physical or mental health or condition of and the treatment of an individual.

By reviewing and signing this Authorization, I am authorizing Athletico to use and/or disclose my Name, Image and Health Information or the Name, Image and Health Information of a patient I personally represent (for example, a minor), as specified below. I hereby waive any right of inspection or approval of the Program.

Accordingly, for valuable consideration, the receipt and sufficiency of which I hereby acknowledge:

I hereby grant to Athletico and to Athletico's respective subsidiaries, affiliates, licensees, employees, medical staff, agents, academic affiliates, and their respective successors and assigns and to any persons or entities authorized by the above (collectively, the "Authorized Group"), the right to use and/or disclose, simulate and portray my Name, Image and Health Information in and in connection with the production, distribution, promotion, advertising and exploitation of one or more segments of the Program in all media and distribution channels of any kind, whether now known or hereafter devised, worldwide, in perpetuity and to disclose my protected health information to the Producers for purposes thereof. I understand that the Producers intend to use and/or disclose my Name, Image and Health Information in and in connection with the production, distribution, promotion, advertising and exploitation of one or more segments of the Program and to make derivative works therefrom as it, in its sole discretion, shall deem appropriate. I hereby irrevocably sell, assign and transfer to Athletico, as the case may be, all of my current or future interests in the copyrights in the Program in which my likeness appears.

I hereby release and discharge the Authorized Group from any and all claims, demands or causes of action that I may now have or may hereafter have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right of mine arising out of or relating to any such use of my Name, Image and Health Information in and in connection with the production, distribution, promotion, advertising and exploitation of one or more segments of the Program or any derivative thereof.

- I understand that this Appearance Release and HIPAA Authorization shall be binding on me, my successors, assigns, heirs, executors and administrators.
- **I MAY REFUSE TO SIGN THIS AUTHORIZATION. TREATMENT WILL NOT BE CONDITIONED ON MY SIGNING OR REFUSING TO SIGN THIS AUTHORIZATION.** If I refuse to sign this Authorization, I may not be permitted to participate in any aspect of the Production of the Program.
- I may inspect or obtain a copy of the health information that I am being asked to authorize to be used or disclosed. To inspect this health information, I should contact the Chief Compliance Officer, Athletico, Ltd., 625 Enterprise Drive, Oak Brook, IL 60523; (630) 575-6200.
- This Authorization expires twenty (20) years from the date hereof even if I shall be deceased prior to that time.
- I may revoke this Authorization at any time prior to the time the Authorized Group has relied thereon. My revocation must be in writing, signed by me or on my behalf, and sent or delivered to the following address: Chief Compliance Officer, Athletico, Ltd., 625 Enterprise Drive, Oak Brook, IL 60523. My revocation will be effective upon receipt, except to the extent that Athletico and/or the other persons/entities referenced herein have acted in reliance upon this Authorization. I understand and agree that the Authorized Group will be deemed to have acted in reliance upon this Authorization upon the disclosure of my health information in accordance with this Authorization.
- I have a right to receive a copy of this Appearance Release and HIPAA Authorization.

Nothing contained herein shall obligate Athletico to make any use of the rights granted herein. The undersigned hereby waives the benefit of any provision of law known as "droit moral" or any similar law and agree not to permit or prosecute any action or lawsuit on the ground that any changes to a person's likeness constitutes an infringement of moral rights or is in any way a defamation or mutilation of the original likeness of or contains unauthorized variations, alterations, modifications, changes or translations.

Date: _____ Time: _____ A.M./P.M.

Full Printed Name: _____

Signature: _____

Address: _____

Email: _____ Phone No. _____

Legal relationship to patient (if signed by someone other than the patient): _____

Witness: _____

If you have authorized the disclosure of health information to someone who is not legally required to keep it confidential, it may be re-disclosed.

ADDENDUM TO THE ATHLETICO, LTD.

APPEARANCE RELEASE AND HIPAA AUTHORIZATION

[This Page to be Completed only if Patient is an infant or Minor]

The undersigned, the parents (or guardians) of _____, an infant or minor, hereby accept and approve, on behalf of themselves and on behalf of the infant or minor, the above Appearance Release and HIPAA Authorization dated _____.

Signature: _____

Name: _____

Address: _____

Phone: _____

Witness: _____

If you have authorized the disclosure of health information to someone who is not legally required to keep it confidential, it may be re-disclosed.