

Eztokllah Ptv Ltd Trading as CPEXBrisbane

ABN 602980861

639 Stanley street

Woollongabba

QLD 4102

# Patient Consent Form

In engaging CPEXBrisbane for consultation (either for pre-surgery or for holistic living), the patient expressly agrees to the use of and participation in stress exercise tests to measure the parameters of the patient's functional status. The patient also expressly agrees that the measuring of the parameters will be conducted with the use of specialised equipment. This Patient Consent Form is to advise and inform the patient (including the patient's family, guardian and/or support person(s)) of the possible health risks and consequences associated with stress exercise testing and with participation in a preconditioning program.

# Risks and complications of exercise testing

The patient acknowledges the following risks and complications that may arise from exercise testing:

- 1. Common
  - a. Minor discomfort or shortness of breath during bicycle exercise.
  - b. Muscle or joint soreness after exercise.
- 2. Uncommon
  - a. Low blood pressure.
  - b. Breathing difficulty.
  - c. Chest Pain.
  - d. Injury to legs or feet caused by incorrect use of bicycle pedals.
- 3. Rare
  - a. Abnormal heart beat requiring medication or electric shock for treatment.
  - b. Fainting.

  - c. Heart attack.d. Cardiac Arrest.
- 4. Extremely Rare
  - a. Death.

The patient also acknowledges that general risks can occur for treatment that involves exertion, such as:

- Small areas of the lung can collapse, increasing risk of chest infection;
- Increased risk in obese people of chest infection, heart and lung complications and thrombosis:

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- Heart attack or stroke could occur due to the strain on the heart;
- Blood clot in the leg (DVT) causing pain and swelling. In rare cases part of the clot may break off and go to the lungs.

#### Risk of participation in an preconditioning program

The patient acknowledges the risk associated with the preconditioning programme. Preconditioning refers to a patient optimisation program prior to surgery.

The preconditioning programme could involve referral to other medical specialist(s) or allied health professionals. The management of the program supervised by other medical specialist(s) or allied health professionals may include further tests and investigations, health advice and lifestyle changes for example exercise, diet, and smoking cessation and alcohol abstinence amongst others

The patient acknowledges and understands that there may be inherent risks involved with the programme of other medical specialist(s) or allied health professionals and their recommended activities.

The patient agrees and acknowledges that CPEXBrisbane will not be held liable for any personal harm to the patient, whilst engaged in the other programmes and/or activities as conducted and/or managed by the other medical specialist(s) or allied health professionals; or for damages to property while participating in activities as organised by other medical specialist(s) or allied health professionals, as part of the patient's preconditioning plan.

The patient indemnifies CPEXBrisbane against all costs, expenses, actions or claims directly or indirectly incurred or suffered by patient as a result of engaging in the other programmes and/or activities as conducted and/or managed by the other medical specialist(s) or allied health professionals.

## Risk of entry to the premises

CPEXBrisbane shall not be liable to the patient for any loss of life, personal injury or damage to or loss of property which may be suffered or sustained at the CPEXBrisbane premises for any cause whatsoever, save where any such death, injury or damage results from a negligent act or omission of CPEXBrisbane, its agents or employees.

The patient agrees to enter the premises of CPEXBrisbane at his/her own risk and releases CPEXBrisbane from all claims and demands of any kind and from any liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the premises, unless caused by any negligent act or omission of CPEXBrisbane (except where acting on instructions of the patient).

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The patient indemnifies CPEXBrisbane against all costs, expenses, actions or claims directly or indirectly incurred or suffered by patient as a result of any accident, damage or injury occurring to any person or property in or about the premises, except to the extent that it is caused by a negligent act or omission of CPEX Brisbane.

#### **Indemnity**

The patient agrees that indemnity referred to in this form extends to and includes all costs, damages and expenses incurred by CPEXBrisbane in defending and/or settling any such actions, suits or proceedings, claims or demands (including legal costs and disbursements on a full indemnity basis).

#### **Cancellation policy:**

#### Cancellation of appointment by the patient

The patient acknowledges that CPEXBrisbane uses equipment for its exercise tests that are specialised equipment. The equipment used is highly demanding in terms of maintenance, daily calibration as well as continued up-skilling of technicians.

Subsequently, the patient agrees to be bound by the CPEXBrisbane cancellation policy:

- (a) If for any reason (including events beyond the patient's control, but excluding any default on the part of CPEXBrisbane), the patient is unable to attend a consultation on the scheduled appointment date and time:
  - the patient must immediately notify CPEXBrisbane of their inability to attend the consultation appointment; if the cancellation is notified more than 24hrs prior to consultation, the patient's appointment can be rescheduled with no penalty;
  - (ii) if the cancellation is notified less than 24 hours notice, the patient agrees to pay a \$100.00 penalty fee.\*

\*The patient acknowledges that the penalty fee is for cost and time incurred associated with preparing and calibrating the equipment in advance of the scheduled consultation and covers general maintenance, wear and tear of the equipment.

#### **Patient Consent**

I acknowledge that the Doctor has explained:

- the exercise test and the preconditioning program has its associated stresses and risks;
- my medical condition including my general history and my pre-existing health condition relevant to the proposed exercise test and the preconditioning program;

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to my satisfaction;

- the exercise test and the preconditioning program, including additional treatment if the doctor finds something unexpected. I understand the risks, including the risks that are specific to me;
- other relevant procedure/treatment options and associated risks;
- my prognosis and the risks of not engaging in the exercise test and the preconditioning program;
- that no guarantee has been made that the exercise test and the preconditioning program will improve my condition even though it has been carried out with due professional care;
- if immediate life-threatening events happen during the exercise test and/or the preconditioning program, they will be treated based on my discussions with the doctor;
- a doctor other than the Consultant may conduct the exercise test and the preconditioning program. I understand this could be a doctor undergoing further training;

•	I have been given the following information sheet(s):
•	I was able to ask questions and raise concerns with the doctor about my condition
	the proposed exercise test and the preconditioning program and its risks, and my

• I understand I have the right to change my mind at any time, including after I have signed this form, but preferably following a discussion with my doctor;

treatment options. My questions and concerns have been discussed and answered

- I understand that image(s) or video footage may be recorded as part of and during the exercise test and/or the preconditioning program and that these image(s) or video(s) will assist the doctor to provide appropriate treatment or be used for medical training purposes.
- I consent to the use of my personal information in accordance with CPEXBrisbane Privacy Policy.

On the basis of the above statements, I hereby declare that I understand and accept the risks mentioned above and submit to the exercise training and/or preconditioning program on the terms and conditions set out in this Patient Consent form.

Name of Patient:	
Signature: :	
Date: :	



### Patients who lack capacity to provide consent

Consent must be obtained from a substitute decision maker(s) in the order below.

Does the patient have an Advance Health Directive (AHD)?

Yes Location of the original or certified copy of the AHD:

No Name of Substitute

☐ Attorney(s) for health matters under Enduring Powers of Attorney or AHD

☐ If none of these, the Adult Guardian has provided consent.

## **Doctor / Medical Practitioner Statement**

☐ Statutory Health Attorney

I have explained to the patient all the above points under the Patient Consent section and I am of the opinion that the patient/substitute decision maker has understood the information.

ame of Doctor:	
osition:	
ignature:	
ate:	



I have given a sight translation in:
(state the patient's language here) of the consent form and assisted in the provision of any verbal and written information given to the patient/parent or guardian/substitute decision-maker by the doctor.
Name of Interpreter