

Mobile Cryotherapy

Waiver and Release of Liability and Assumption of Risk Acknowledgement.

Please Read Carefully Before Signing.

BY AGREEING AND SIGNING BELOW, YOU CONFIRM THAT YOU HAVE CAREFULLY READ ALL PAGES OF THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS, VOLUNTARILY AGREE TO EACH OF ITS TERMS AND PROVISIONS, AND SIGN OF YOUR OWN FREE WILL.

AGREEMENTS:

By signing this agreement you confirm that you are in good health, have reviewed the contraindications identified below for each service and/or equipment offered, and agree that you do not have any of the contraindications prior to your participation in any session of services and/or equipment offered by Mobile Cryotherapy.

You confirm that you are over 18 years of age; or if under the age of 18, have parental/guardian consent to participate in services offered by Mobile Cryotherapy.

You agree to follow all instructions given to you by the staff or attendant. Do not use any equipment without staff or attendant present.

If you experience any pain or mental or physical discomfort at anytime during the process or while using any products, services, or equipment offered by Mobile Cryotherapy, you may and should terminate the session immediately.

No representations or claims are made as to the therapeutic nature or other benefits of cryotherapy or any other product/ service offered by Mobile Cryotherapy. Cryotherapy (or any other service offered) is not intended to diagnose, treat, cure or prevent illnesses, diseases, imbalances or disorders. No results from cryotherapy (or any other services) are assured. Every customer is different and responds differently to the therapy.

WAIVER AND RELEASE:

1. This is a release of liability and a waiver of certain legal rights.

2. By signing this agreement you:

I. Acknowledge that use of Whole Body Cryotherapy, Localized Cryotherapy, the Cryo Firming Facial, NormaTec air compression, Infrared Sauna, LED light therapy, or electric muscle stimulation involves risk of bodily injury, illness, disability or death, which may be compounded by negligent emergency response of the attendant. You acknowledge that you are voluntarily participating in cryotherapy with knowledge of the dangers involved and accept and assume all risks and injury, illness, disability or death, whether caused by the condition of the facilities or equipment or the negligence of the attendant

or otherwise. You acknowledge that frostbite and/ or burn is a specific risk that you assume with whole body cryotherapy, localized cryotherapy, and cryo firming facial.

II. Expressly waive and release any and all claims against Mobile Cryotherapy and its members, directors, employees, agents, affiliates, successors and assigns (which are collectively referred to as "the Company"), arising out of or attributable to your use of whole body cryotherapy, localized cryotherapy, the Cryo Firming Facial, NormaTec Air Compression, Infrared Sauna, LED Light Therapy, or Electric Muscle Stimulation regardless of whether they may arise from the gross negligence or unintentional misconduct of the Company. You covenant not to assert any such claims against the Company, and forever release and discharge the Company from liability for any such claims.

III. Indemnify and hold harmless the Company from any loss, liability, damage, cost or expense arising out of or connected in any manner with your use of whole body cryotherapy, localized cryotherapy, cryo firming facial, NormaTec air compression, infrared sauna, LED light therapy, or electric muscle stimulation regardless of whether they may arise from the gross negligence or willful misconduct of the Company.

IV. Agree that this waiver and release is intended to be as broad and inclusive as permitted under law. You specifically acknowledge and agree that this agreement is not intended to be a general release subject to limitations and conditions that would otherwise apply under applicable state law and additionally agree to waive all general release limitations provided by applicable law.

GENERAL PROVISIONS:

1. This agreement shall be construed and interpreted as broadly as possible under the applicable law of the jurisdiction in which you use Whole Body Cryotherapy, Localized Cryotherapy, Cryo Firming Facial, NormaTec air compression, infrared sauna, LED light therapy, or electric muscle stimulation with the words, terms, provisions, covenants, and remedies contained in this agreement to be enforceable to the fullest extent permitted by applicable law.

2. If any portion of this agreement is held invalid, the remainder shall not be affected and shall continue in full legal force and effect.

3. The terms of this agreement shall continue from this date forever and shall apply to each use by you of whole body cryotherapy, localized cryotherapy, cryo firming facial, NormaTec air compression, infrared sauna, LED light therapy, or electric muscle stimulation without the need for you to resign this agreement.

4. This document constitutes the entire agreement regarding your use of services and equipment used at Mobile Cryotherapy and supersedes all prior discussions and representations about the use, benefits or risks of whole body cryotherapy, localized cryotherapy, cryo firming facial, NormaTec air compression, infrared sauna, LED light therapy, or electric muscle stimulation.

CRYOTHERAPY SPECIFIC CONTENT:

Participation in whole body cryotherapy involves exposure to extreme cold temperatures for a short period of time (not to exceed three (3) minutes per session) with a cryotherapy sauna. All jewelry from the neck down must be removed or covered prior to entering the sauna. You must be completely dry. Do not participate in cryotherapy with wet, or damp skin. During your whole body cryotherapy session, you are required to wear underwear, socks, shoes, and gloves supplied by Mobile Cryotherapy.

If you experience any pain or mental or physical discomfort at any time during the process, you may and should terminate the session immediately. The cryo sauna will not be locked, and you are free to walk out of the chamber at any time. It's normal for skin redness for a brief period of time after your session.

WHOLE BODY CRYOTHERAPY CONTRADICTIONS

Do NOT participate in whole body cryotherapy if you have any of the following conditions: untreated hypertension; heart attack within previous 6 months; decompensating diseases (edema) of the cardiovascular & respiratory system (COPD); Congestive Heart Failure; Unstable Angina Pectoris; Pacemaker; Peripheral Arterial Occlusive Disease; Deep Vein Thrombosis (DVT) or known Circulatory Dysfunction; Severe Anemia; Cold Allergenic Phenomenon (known allergy to cold contactants); Bacterial and Viral Infections of the Skin; Wound healing disorders (open sores or discharging wound/skin conditions); Polyneuropathies; Raynaud's Disease; Pregnancy; Vasculitis; Chilblains; or Cold Urticarial (Cold allergy)

You may have other conditions that make whole body cryotherapy inappropriate. Consult with your Doctor or Medical Advisor if you have questions as to whether whole body cryotherapy is right for you.

LOCALIZED CRYOTHERAPY CONTRADICTIONS:

Do NOT participate in Localized Cryotherapy if you have any of the following conditions: Raynaud's Disease; Local Limb ischemia; cold allergy; open/uncovered wounds or sores; paroxysmal cold hemoglobinuria; No abdomen area can be treated if pregnant

CRYO FIRING FACIAL CONTRAINDICATIONS:

Do NOT participate in Cryo Firming Facial if you have any of the following conditions: currently wearing heavy makeup; have had Botox in the last 48 hours, have had any dermal fillers (such as Juvederm, Radiesse, Belotero, etc) within the past six weeks, cold allergy (cold urticaria), open/ uncovered wounds or sores, or Raynaud's disease.

INFRARED SAUNA SPECIFIC CONTENT:

Do not use the sauna immediately after exercise. Wait thirty minutes to allow your body to cool down. Do not fall asleep inside the sauna.

If you are suffering from obesity or with a medical history of heart disease; low or high blood pressure, circulatory system problems; or diabetes you should consult a physician prior to using the sauna.

Persons using medications should consult a physician before using the sauna. Some medications may induce drowsiness while others may affect the heart rate, and blood pressure, and/ or blood circulation. Do not use alcohol or drugs before or during the session as they may lead to unconsciousness and/ or other harmful physical injuries.

Get out of the sauna if you experience dizziness, lethargy, drowsiness or faint. As with all medical and alternative medicine services, you may put yourself at risk if you use our far infrared saunas improperly. Far infrared saunas DO NOT cure any diseases. DO NOT attempt to self-treat any disease with a far infrared sauna without direct supervision from a certified physician. If any of the items listed above apply to you, be certain to consult with your physician before using a far infrared sauna.

In all situations, hydration is a requirement for sauna use. Drinking advanced electrolyte replacement water is also recommended before, after and during sauna usage.

INFRARED SAUNA CONTRAINDICATIONS:

Do NOT participate in Infrared Sauna if you have any of the following conditions: pregnant or lactating; untreated hypertension; lupus; neuropathy; multiple sclerosis; dehydration or heat illness (heat cramp, exhaustion, stroke); acute or chronic edema or lymphedema; hemophilia and/or a predisposition to hemorrhage; cholinergic urticaria, acantholytic dermatosis, malaria, or severe burns/scarring/heat rash.

AIR COMPRESSION THERAPY (NormaTec) SPECIFIC CONTENT:

AIR COMPRESSION THERAPY CONTRAINDICATIONS:

Do NOT participate in Air Compression Therapy (NormaTec) if you have any of the following conditions: acute DVT; severe atherosclerosis or other ischemic vascular diseases; severe congestive cardiac failure; existing pulmonary edema or embolism; extreme deformity of the limbs; any local skin or tissue condition which the garments would interfere with such as gangrene, untreated or infected wounds, recent skin graft, and dermatitis, malignancy in the legs; limb infections including cellulitis that have not received antibiotic coverage, lymphangiosarcoma, or limb fractures.

ELECTRIC MUSCLE STIMULATION (Compex USA) SPECIFIC CONTENT:

You must be 18 years of age to use Electric Muscle Stimulation (EMS). Do not use EMS for muscle reeducation, to prevent or retard disuse atrophy, to prevent venous thrombosis, to maintain or increase range of motion, for muscle spasms, for blood flow deficiencies. Never use Compex EMS on muscle groups that are in pain, atrophied, spasming, or associated with a joint problem.

Some people with sensitive skin may experience redness under the electrodes after a session. Generally, this redness is completely harmless and disappears after 10 to 20 minutes. Never start another stimulation session in the same area if the redness is still visible.

ELECTRIC MUSCLE STIMULATION CONTRAINDICATIONS:

Do NOT participate in Electric Muscle Stimulation if you have any of the following conditions: equipped with a cardiac pacemaker, defibrillator, or other implanted metallic, electronic or neurostimulator device; epilepsy; cancer; abdominal or inguinal hernia; pregnant; blood flow deficiency in lower limbs; muscle spasm; recent acute trauma or fracture (last 6 months); recent surgical procedure (last 6 months); sensitivity problems or unable to express yourself; muscle pain, atrophy, or need muscle reeducation.

LED LIGHT THERAPY (Celluma) SPECIFIC CONTENT:

Celluma LED Light Therapy should be in close proximity to the area being treated. Skin should also be free of clothing, makeup, or anything else that may deflect light away from the skin. Protective eye goggles must be worn at all times if you are using Celluma on the face or neck area. Do not lie directly on top, lean against or apply full body weight to the device.

LED LIGHT THERAPY CONTRAINDICATIONS:

Do NOT participate in LED Light Therapy if you have any of the following conditions: pregnant or breastfeeding; epilepsy or a history of seizures; taking cortisone injections or any other steroid injections; or currently on photosensitive drugs.

SIGNATURE CONSENT:

By signing this form, you agree to the terms and conditions laid out in this agreement with Mobile Cryotherapy.