



WHOLE BODY CRYOTHERAPY WAIVER AND CONSENT FORM

Name: _____ Date: _____
 Home Address: _____ City: _____ State: _____ Zip: _____
 Telephone: _____ Date of Birth: ____/____/____ Age: _____ Sex: M/F
 E-Mail: _____
 Referral from: _____ If no referral, how did you hear about us: _____

Are you currently under medical care for any reasons? If yes, please explain:

CONTRAINDICATIONS ACKNOWLEDGEMENT:

Please mark X on appropriate line if you have any of the following conditions, if you do not have any of the conditions just initial on the line at the bottom:

ABSOLUTE CONTRAINDICATIONS

Untreated High blood pressure (at or above 180/100): _____ Peripheral Arterial Occlusive Disease (circulatory problem) _____
 Unstable Angina Pectoris (chest pain) _____ Pacemaker or other Heart Conditions _____
 Chronic Obstructive Pulmonary Disease (COPD) _____ Deep Vein Thombrosis (DVT) or blood clots _____
 Pregnancy _____

RELATIVE CONTRAINDICATIONS

Polyneuropathies (damage or disease affecting peripheral nerves) _____ Severe Anemia _____
 Vasculitis (inflammation of blood vessels) _____ Acute Kidney or Urinary Tract Diseases _____
 Raynaud's _____ Diabetes _____
 Open Sore or Wounds _____

I have read and confirm I do not have any of the absolute contraindications above _____ (Initial)



WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for using the Cryosauna (the "Equipment"), I hereby EXPRESSLY RELEASE, WAIVE, DISCHARGE, AND HOLD HARMLESS GLACÉ CRYOTHERAPY LLC, ITS MEMBERS, OWNERS, OFFICERS, REPRESENTATIVES, AGENTS, EMPLOYEES, CONTRACTORS, ASSIGNEES AND VOLUNTEERS (HEREINAFTER REFERRED TO AS THE "RELEASEES"), FROM ANY AND ALL CLAIMS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH), LIABILITY, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER, WHETHER FORESEEABLE OR NOT, FOR NEGLIGENCE, CARELESSNESS AND STRICT LIABILITY OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY NEGLIGENCE OF THE RELEASEES), ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY THAT MAY BE SUSTAINED BY ANY PERSON, WHILE USING THE EQUIPMENT OR DUE TO THE USE OF THE EQUIPMENT.

2. I hereby confirm and agree that the RELEASEES HAVE NOT MADE AND DO NOT HEREBY MAKE, NOR SHALL THIS WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT (THIS "AGREEMENT") NOR THE CRYO PROCESS TO BE PERFORMED BY THE RELEASEES UNDER THIS AGREEMENT GIVE RISE TO ANY REPRESENTATIONS, WARRANTIES OR COVENANTS (EXPRESS, IMPLIED, ORAL OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, WORKMANSHIP OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE CRYO PROCESS. I UNEQUIVOCALLY REPRESENT, ACKNOWLEDGE AND STATE THAT IN EXECUTING AND DELIVERING THIS AGREEMENT, I AM NOT RELYING UPON ANY WARRANTIES, REPRESENTATIONS, PROMISES OR STATEMENTS, WHETHER EXPRESS OR IMPLIED, MADE BY RELEASEES, AND AM RELYING SOLELY ON MY OWN INSPECTION, INVESTIGATION AND JUDGMENT. I fully understand the administration of the process, including possible adverse reactions, side effects or other possible complications. It is understood that this Agreement is being given in advance of any administration of the process, and is being given by me voluntarily to use the Equipment.

3. I am fully aware of the risks and hazards connected with the use of the Equipment, including the risk of physical injury or disability as the result of such injury, and I am voluntarily participating in said Equipment usage, and entering the above-named premises to engage in such usage. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY that may be sustained as a result of being engaged in such an activity.

4. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM AND AGAINST ALL RISKS AND CLAIMS OF ANY NATURE FOR ANY LOSS, LIABILITY, DAMAGE OR COSTS THAT I MAY INCUR DUE TO THE USE OF EQUIPMENT BY ME, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, NEGLIGENT ACTS BY MYSELF OR OTHERS.

5. It is my express intent that this Agreement shall bind the members of my family and my spouse (if any), if I am alive, and my heirs, assignees and personal representative, if I am not alive, and shall be deemed as a RELEASE, WAIVER AND DISCHARGE of the above named RELEASEES. I hereby further agree that this Agreement shall be construed in accordance with the laws of the State of CALIFORNIA.

6. I understand that the RELEASEES will not be responsible for any medical costs associated with any injury.

7. I understand that Whole Body Cryotherapy is provided for the basic purpose of relaxation, stress reduction, relief of muscular tension, recovery from muscular tension and recovery from surgery, illness or injury. I further understand that Whole Body Cryotherapy should not be construed as a substitute for medical examination, diagnosis or treatment and that I should see a physician, chiropractor or other qualified medical specialist for any mental or physical ailment that I am aware of.

8. I understand that Whole Body Cryotherapy therapists are not qualified to perform skeletal adjustments, diagnose and/or prescribe and that nothing said in the course of the session should be construed as such.

9. Because Whole Body Cryotherapy is contraindicated under certain conditions, I affirm that I have stated all my known medical conditions and answered all questions honestly. I agree to keep the therapist updated as to any changes in my medical profile and understand that there shall be no liability on the therapist's part should I forget to do so.

My signature below constitutes my acknowledgment that (1) I have carefully read this entire Agreement and fully understand and agree to be bound by its contents, (2) the proposed indoor cryotherapy process has been satisfactorily explained to me and I have all of the information I desire, and (3) I hereby give my authorization and consent. This Agreement shall stand as long as I use the Equipment at the location now and in the future.

I have read the instructions for proper use of the facilities and do so at my own risk and hereby release the RELEASEES, owners, operators, franchisers, or manufacturers, from any damage or harm that I might incur due to use of the facilities.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I HAVE GIVEN UP CONSIDERABLE FUTURE LEGAL RIGHTS; AND I EXECUTE THIS AGREEMENT FREELY, VOLUNTARILY, UNDER NO DURESS OR THREAT OF DURESS, WITHOUT INDUCEMENT, PROMISE OR GUARANTEE BEING COMMUNICATED TO ME.

Furthermore, I agree that I will comply with all instructions on the use of the Equipment and that I am using these services at my own risk. I agree to use all sessions within the terms of the contract dates and understand that refunds are not given on unused portions of purchased packages.

Participant's Printed Name

Signature

Date

IF UNDER 18 ONLY

Participant's Parent Printed Name

Signature

Date

