



## Cryotherapy Liability Waiver

### Contraindications:

Do not participate in whole body cryotherapy (the 'Activity') if you have any of the conditions or medical devices listed below.

Please check any and all that apply:

- ◇ Untreated Hypertension (Blood Pressure > 160/100)
- ◇ Suffered a heart attack in the past 24 months
- ◇ Decompensating diseases (edema) of the cardiovascular and respiratory system Congestive heart failure, COPD, or chronic liver disease
- ◇ Acute kidney or urinary tract diseases
- ◇ Unstable Angina Pectoris
- ◇ Pacemaker
- ◇ Peripheral Arterial Occlusive Disease (aka PVD or Peripheral Vascular Disease)
- ◇ Deep Vein Thrombosis (DVT) or known circulatory dysfunction
- ◇ Acute febrile respiratory (Flu like respiratory conditions)
- ◇ Severe Anemia
- ◇ Hyperhidrosis (heavy perspiration)
- ◇ Cold Allergic Phenomenon (known allergy to cold contactants)
- ◇ Bacterial and viral infections of the skin
- ◇ Wound healing disorders (open sores or discharging wound/skin conditions) Raynaud's disease
- ◇ Polyneuropathies
- ◇ Pregnancy
- ◇ Vasculitis

**You may have other conditions that make the Activity inappropriate. Consult with your doctor or medical advisor if you have questions about whether the Activity is right for you.**

### Agreements:

1. Abide by all safety instructions and preparation instructions posted within Thrive CryoStudio. Follow all instructions given to you by the attendant.
3. Participation in the Activity involves exposure to extreme cold temperature for a short period of time (not to exceed three (3) minutes per session). By signing this agreement, you confirm that you are in good health and do not have any of the contraindications identified above or other physical condition that would preclude you from safely engaging in the Activity.
4. If you experience any pain or mental or physical discomfort at any time during the process, you may terminate the session immediately. The chamber will not be locked, and you are free to walk out of the chamber at any time.
5. No representations or claims are made as to the therapeutic nature or other benefits of the Activity. The Activity is not intended to diagnose, treat, cure or prevent diseases, illnesses, imbalances or disorders. No results from the Activity are assured — every customer is different and responds differently to the therapy.

**Liability Waiver and Release Agreement:**

1. In consideration for being permitted by Wicked Skin Med Spa / Allure Laser Institute (the 'Company') to participate in the Activity, I (including my heirs and assigns) hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Company, and its officers, directors, representatives, employees, agents, affiliates, managers, members, successors and assigns (collectively, 'Releasees'), arising out of or attributable to my participation in the Activity, whether arising out of the negligence of the Company or any Releasees or otherwise.

2. I understand and agree that:

a. This release is intended to discharge the Releasees in advance from and against all liability arising out of or connected in any way with my participation in the Activity.

b. Participation may involve risk of serious injury, illness, disability or death and may result not only as a result of my actions, negligence or inaction, but also from the action, negligence or inaction of others, including Wicked Skin Med Spa / Allure Laser Institute owners, officers, officials, employees or volunteers and may result from the conditions of the facilities, equipment, or areas where such activities are being conducted.

c. I choose voluntarily to request permission to participate in the Activity, after fully and knowingly appreciating all of the risks involved.

d. I will indemnify and hold harmless the Releasees from any loss, liability, damage, cost or expense, including litigation of any form, arising out of, or connected in any manner with my participation in the Activity.

e. I am in good health and have no physical condition expressed in the 'Contraindications' or otherwise, which would preclude me from safely participating in the Activity.

**General Provisions:**

1. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction). This agreement shall be construed and interpreted as broadly as possible, 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 term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, 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 in any other jurisdiction.

3. The terms of this Agreement shall continue from this date forever and shall apply every time you partake in the Activity, without the need for you to resign this Agreement.

4. This document constitutes the entire agreement regarding your participation in the Activity and supersedes all prior discussions and representations about the use, benefits or risks of the Activity.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.**

**PARTICIPANT**

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_

**GUARDIAN** (I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent to the terms and conditions of this Agreement.)

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_