

Agreement and Release of Liability For Whole Body Cryotherapy Users

BY ACCEPTING THIS AGREEMENT YOU CONFIRM TO ONE ON ONE PHYSICAL THERAPY, INC., FOR THE BENEFIT OF THE RELEASED PARTIES (AS LATER DEFINED), THAT YOU HAVE CAREFULLY READ BOTH 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.

1. Contraindications:

Do not use Whole Body Cryotherapy if you have any of the following conditions:

- Uncontrolled high blood pressure
- Cold Allergy
- Prior heart attack
- Open sores
- Unstable chest pain
- Nerve pain in feet or legs
- Disease of blood vessels
- Pregnancy
- History of blood clots

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

2. Instructions:

a. It is important that you follow all instructions given to you by the attendant. Do not use whole body cryotherapy without an attendant present.

b. Participation in a whole body cryotherapy session involves exposure to extreme cold temperature for a short period of time (not to exceed three (3) minutes per session). Your clothing and skin must be dry. You must avoid inhaling the nitrogen gas that is emitted into the equipment. 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 using whole body cryotherapy.

c. 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. You agree that you have familiarized yourself with this exit process and are prepared to do so if or when you feel it is necessary.

d. No representations or claims are made as to the therapeutic nature or other benefits of whole body cryotherapy. Whole body cryotherapy is not intended to diagnose, treat, cure or prevent diseases, illnesses, imbalances or disorders. No results from whole body cryotherapy are assured. Every customer is different and responds differently to the therapy.

3. Waiver and Release:

This is a release of liability and a waiver of certain legal rights. By signing this Agreement you:

a. acknowledge that use of whole body cryotherapy involves risk of bodily injury, illness, disability or death, which may be compounded by negligent emergency response of the attendant or inadequate ventilation of the room in which the equipment is operated. You acknowledge that you are voluntarily participating in whole body cryotherapy with knowledge of the dangers involved and

accept and assume all risks of 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 is a specific risk that you assume.

b. expressly waive, release, and discharge One on One Physical Therapy, Inc., Impact Cryotherapy, Inc., and their respective officers, directors, employees, agents, affiliates, successors and assigns (which are collectively referred to as "the Released Parties"), from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by you, or to any property belonging to you, while participating in of whole body cryotherapy, or while on or upon the premises where the of whole body cryotherapy is being conducted. Further, you covenant not to sue or assert any such claims against the Released Parties, and forever release and discharge the Released Parties from liability for such claims.

c. agree to indemnify and hold harmless the Released Parties from any loss, liability, damage, cost or expense (including attorneys' fees) arising out of or connected in any manner with your use of whole body cryotherapy.

d. agree that, if I am injured, the Released Parties may (in their absolute discretion) render first aid, seek medical assistance, transport you to a medical facility, call an ambulance, or decide that none of the above is necessary, and you expressly release the Released Parties from any and all liability arising in connection with any such decision, action or inaction.

e. agree that this waiver and release is intended to be as broad and inclusive as permitted under law.

f. agree that this waiver and release shall bind the members of your family and spouse, if you are alive, and your heirs, assigns and personal representative, if you are deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, and CONVENANT NOT TO SUE the above named RELEASEES. You further agree that this waiver and release shall be constructed in accordance with the laws of the State of Georgia.

4. General Provisions:

a. 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, with the words, terms, provisions, covenants, and remedies contained in this Agreement to be enforceable to the fullest extent permitted by applicable law.

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

c. The terms of this Agreement shall continue from this date forever and shall apply to each use by you of whole body cryotherapy without the need for you to re-execute this Agreement.

d. This document constitutes the entire agreement regarding your use of whole body cryotherapy and any product, services or equipment connected with the Released Parties and supersedes all prior discussions, agreements and representations about the use, benefits or risks of whole body cryotherapy. This Agreement may only be modified in a writing signed by you and an authorized representative of One on One Physical Therapy, Inc.

Signature : _____

Printed Name: _____

Date: _____