

Wellness Liability Waiver and Release

I wish to participate in certain wellness activities which may include but not be limited to, physical weights, cardio and aerobic training, physical therapy, massage therapy, strength training, Pilates, whole body cryotherapy and/or other activity, including self-directed activities (collectively referred to as "Activities"), taking place at **One on One Physical Therapy, Inc.** which is located at: **3300 Northeast Parkway, Building 8, Atlanta, GA 30341** (the "Facility"). In connection with my participation in the Activities, I acknowledge and agree as follows:

I understand that I should consult with my personal physician prior to undertaking any physical activity program. I understand that any time I enter into a location devoted to physical fitness, or participate in physical activity, that I may be injured and that the injury may be catastrophic. To the best of my knowledge, I am physically able to participate in the Activities that I choose to participate in. I agree to follow all instructions of the attendant or therapist regarding any Activities I participate in, and I agree that I should discontinue any Activity if I experience pain or discomfort.

I understand that this is a release of liability and a waiver of certain legal rights.

I am fully aware of the risks and hazards connected with the participation in the Activities, including physical injury or even death, and hereby elect to voluntarily participate in the Activities, knowing that the associated physical activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or loss or damage to property owned by me, as a result of participation in the Activities. ***If I participate in whole body cryotherapy, I further acknowledge that I have read, understand and agree to the additional Contraindications, Instructions and Disclosures for Whole Body Cryotherapy Users attached hereto.***

With full understanding of the potential risks and injuries I may sustain by participating in any physical activity, including but not limited to the Activities, I hereby waive, release and discharge, to the fullest extent allowed by law, **One on One Physical Therapy, Inc., Davis Fox Group, LLC, Impact Cryotherapy, Inc.**, and their respective officers, directors, members, managers, employees, agents, affiliates, successors and assigns (collectively, 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 me, or to any property belonging to me, while using, participating in or observing any of the Activities or while I am present in, using or touring the Facilities. In the event that I am injured, I understand that the Released Parties may (in their absolute discretion) render first aid, seek medical assistance, transport me to a medical facility, call an ambulance, or decide that none of the above is necessary, and I expressly release the Released Parties from any and all liability arising in connection with any such decision, action or inaction.

Further, I covenant not to sue or assert any such claims against the Released Parties, and I forever release and discharge the Released Parties from liability for such claims. I 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 my participation in the Activities or use of the Facility.

The terms of this Waiver and Release shall continue from this date forever and shall apply to each use by me of the Facility and participation by me in the Activities, without the need for me to re-execute this Waiver and Release.

This document (*including the attached Contraindications, Instructions and Disclosures for Whole Body Cryotherapy Users, if I participate in whole body cryotherapy*), constitutes the entire agreement regarding my participation in the Activities and use of the Facility and supersedes all prior discussions, agreements and representations about the use, benefits or risks of the Activities. This Waiver and Release may only be modified in a writing signed by me and an authorized representative of One on One Physical Therapy, Inc.

Printed Client Name (user of services): _____
Signature (or Legal Guardian) : _____
Printed Name (or Legal Guardian): _____
Date: _____

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 the foregoing Waiver and Release 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.

2. Disclosure and Acknowledgement:

By signing the foregoing Waiver and Release, you 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.