

# Cryo-Freeze Health and Recovery LLC Whole Body Cryotherapy User Agreement

PLEASE READ CAREFULLY BEFORE SIGNING

## Personal Information:

Date \_\_\_\_\_ Full Name \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth \_\_\_\_\_ Phone/Cell Phone \_\_\_\_\_

Email \_\_\_\_\_ Height: \_\_\_\_\_; Sex: M \_\_\_\_\_ F \_\_\_\_\_

How did you hear about us: \_\_\_\_\_

## *FOR MINORS ONLY:*

Emergency Contact \_\_\_\_\_

Relationship: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_

## Contraindications:

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

Uncontrolled high blood pressure

Prior heart attack

Unstable chest pain

Disease of blood vessels

History of blood clots

Cold Allergy

Open sores

Nerve pain in feet or legs

Pregnancy

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. Any health concerns must be addressed with a medical professional before entering the Cryosauna.

BY SIGNING BELOW YOU CONFIRM TO **CRYO-FREEZE HEALTH AND RECOVERY** (THE "COMPANY") 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.

User Signature: \_\_\_\_\_

*FOR MINORS ONLY:* Parent/Legal Guardian Signature: \_\_\_\_\_

**[Agreement is continued on next page]**

### **Agreements:**

1. Follow all instructions given to you by the attendant. Do not use whole body cryotherapy without an attendant present.
2. 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. It is your responsibility to wear proper clothing in Cryo chamber. You must have on thermal dry socks, thermal gloves, and footwear –provided. Males must have on underwear. Women optional to wear underwear/bra. 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.
3. If you experience any pain or mental or physical discomfort at any time during the process, you may terminate the session immediately. Wear gloves and required footwear to prevent extreme cold in extremities. 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.
4. 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.

### **Waiver and Release:**

1. This is a release of liability and a waiver of certain legal rights.
2. 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 and release any and all claims against Company, Impact Cryotherapy, Inc., and their respective officers, directors, employees, agents, affiliates, successors and assigns (which are collectively referred to as “the Released Parties”), arising out of or attributable to your use of whole body cryotherapy. You covenant not to assert any such claims against the Released Parties, and forever release and discharge the Released Parties from liability for such claims.
  - c. Indemnify and hold harmless the Released Parties from any loss, liability, damage, cost or expense arising out of or connected in any manner with your use of whole body cryotherapy.
  - d. 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, 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 without the need for you to re-execute this Agreement.

4. 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 the Company.