



UPTOWNE RECOVERY CRYOTHERAPY

SAFETY INSTRUCTIONS AND CONTRAINDICATIONS

The following waiver, initialed areas and signatures constitute my representation, acknowledgement and agreement that I, _____, have read, understand, and fully agree to the following:

Mandatory Safety Instructions for Whole Body Cryotherapy

1. You must wear cotton or wool socks (and underwear for men) to minimize the potential of chilblain and other potential injuries from overexposure to cold temperatures;
2. Sessions are limited to 3 minutes per session to minimize the potential for such adverse effects from overexposure to cold temperatures;
3. During the session, you must ensure that your head remains above the level of, and avoid inhaling, gasiform air (the cloudy gas circulating in the cryochamber); while non-toxic, it is devoid of oxygen and may cause shortness of breath, fainting, or other conditions;
4. You must immediately notify the attendant and end the session if you at any time experience any physical or mental discomfort, problems, pain or anxiety;
5. Abnormal skin sensitivity to cold may be caused by certain foods, cosmetics, lotions, piercings, or medication, including but not limited to, tranquilizers and high blood pressure medication – do not use WBC if you have reason to believe you have come in contact with or ingested any such product;
6. A person who is less than (18) years of age may not use whole body cryotherapy without written parental consent;
7. A person who is less than (14) years of age may not use whole body cryotherapy even with parental consent.

Whole Body Cryotherapy Contraindications

Do not use whole body cryotherapy if you have or may have any of the following conditions: Pregnancy, Stage 2 Hypertension (BP > 160/100) according to American Heart Association, acute or recent myocardial infarction, unstable angina pectoris, arrhythmia, symptomatic cardiovascular disease, cardiac pacemaker, peripheral arterial occlusive disease, venous thrombosis, acute or recent cerebrovascular accident, uncontrolled seizures, Raynaud's Syndrome, fever, tumor disease, symptomatic lung disorders, bleeding disorders, severe anemia, infection, claustrophobia, cold allergy, age less than 18 years (parental consent to session needed), acute kidney and urinary tract diseases. If you have any other injury, illness or medical condition, you should consult your physician prior to using cryotherapy.

Risks of whole body cryotherapy include, but are not limited to: fluctuations in blood pressure (due to peripheral vasoconstriction, systolic blood pressure may briefly increase by up to 10 points during the session. This effect should reverse after the end of the session, as peripheral circulation returns to normal), allergic reaction to extreme cold (rare), claustrophobia, anxiety, activation of some viral conditions (cold sores) etc. due to stimulation of the immune system. One primary inherent risk of cryotherapy is skin sensitivity and skin irritation. It is impossible to predict how client's skin will react during or after cryotherapy.

Normatec Pulse Technology Contraindications

Do not use Normatec Pulse Technology if you have or may have any of the following conditions: current or unstable fractures or breaks, recent surgery and have sutures or stitches, open wounds, contusions, or abrasions. If you have any other injury, illness or medical condition, you should consult your physician prior to using Normatec.

Spot Cryotherapy Contraindications

Do not use Spot Cryotherapy if you have or may have any of the following conditions: Cryoglobulinemia, Cold hemagglutination or cold hemolysis, cold-induced itching, impaired arterial blood flow as from stage II, Raynaud's Disease, severe sensory disorders, trophic disorders, hypersensitivity to cold. If you have any other injury, illness or medical condition, you should consult your physician prior to using spot cryotherapy.



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WAIVER OF LIABILITY, ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT

I, _____, in consideration for using and as a condition of my use of **any** upTowne Recovery, LLC equipment, product or service including, but not limited to, cryotherapy, cryochambers, spot cryotherapy, Normatec Pulse Technology (compression), (all of the above-listed equipment, products and services are referred to collectively as the “Activities”), have voluntarily chosen to participate in such Activities with full knowledge of the risks and hazards described in the safety instructions set forth above and the release set forth below. In consideration of my participation, I acknowledge and agree that the Activities may be strenuous and/or present an inherent risk of personal injury and property damage. I am responsible for consulting with my physician and insuring that I am medically fit prior to participating. I represent and warrant that I am medically fit, have no known or suspected health conditions, including but not limited to preexisting injuries, illness or pregnancy, that prohibit or limit my participation in any Activity in any manner, and am not under the influence of alcohol or drugs. At all times during my participation I will properly utilize all recommended safety equipment and follow all recommended instructions and procedures pertaining to the Activity. While equipment, instructions and procedures may reduce the inherent risk of the Activity, I understand that a substantial risk of personal injury or property damage remain and, therefore, agree as follows:

1. ON BEHALF OF MYSELF, MY SPOUSE, CHILDREN (INCLUDING ANY OF WHICH I AM GUARDIAN), HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS AND ANYONE CLAIMING BY OR THROUGH ME OR ANY OF THE FOREGOING (“RELEASORS”), I HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY THE CRYO ENTITIES AND THEIR RESPECTIVE PREDECESSORS, SUCCESSORS, AFFILIATES, MEMBERS, OFFICERS, MANAGERS, DIRECTORS, OWNERS, SERVANTS, AGENTS, EMPLOYEES, INSURERS, ATTORNEYS AND VOLUNTEERS (HEREINAFTER REFERRED TO AS “RELEASEES”) FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, INJURIES, PERSONAL INJURIES, PROPERTY DAMAGE, WRONGFUL DEATH, LOSS OF SERVICES, DAMAGES, ACTIONS OR CAUSES OF ACTION, PRESENT OR FUTURE, WHATSOEVER ARISING OUT OF OR CONNECTED WITH THE ACTIVITIES, EQUIPMENT, PRODUCTS OR SERVICES OWNED, OFFERED OR PROVIDED BY OR THROUGH THE CRYO ENTITIES, AND ANY EQUIPMENT, MACHINERY AND/OR FACILITIES OF ANY OF THE RELEASEES, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASEES. I HAVE READ, UNDERSTAND AND VOLUNTARILY SIGN THIS DOCUMENT (INCLUDING THE WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT SET FORTH ABOVE) AND KNOWINGLY WAIVE ANY RIGHTS AGAINST, AND RELEASE THE RELEASEES FROM, ANY SUCH CLAIMS, DEMANDS, INJURIES, PERSONAL INJURIES, PROPERTY DAMAGE, WRONGFUL DEATH, LOSS OF SERVICES, DAMAGES, ACTIONS AND CAUSES OF ACTION. IT IS MY EXPRESS INTENTION TO EXEMPT AND RELIEVE THE RELEASEES FROM ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH.

2. I hereby confirm that no warranty or guarantee, or other assurance, has been made to me covering the results of any of the services, products or equipment offered for use by the Cryo Entities or any of the RELEASEES and I hereby relieve them and hold them harmless from all liabilities for injury or damage that may occur to me. I fully understand the administration of the process, including possible adverse reactions, side effects, or other possible complications. It is understood that this CONSENT is being given in advance of any administration of the process, and is being given by me voluntarily to use the equipment and/or obtain services from the CryoEntities.



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3. I am fully aware of the risks and hazards connected with the use of the equipment and the services, including the risk of physical injury or disability as the result of such injury, and I am voluntarily participating in said equipment usage and the receipt of any services, and entering the above named premises relating thereto. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY THAT MAY BE SUSTAINED, OR ANY LOSS OR DAMAGE TO PROPERTY AS A RESULT OF BEING ENGAGED IN SUCH AN ACTIVITY.**

4. I understand that this document, including the Waiver of Liability and Hold Harmless Agreement, shall be construed in accordance with the laws of the State of TEXAS. If any provision of this document is held to be unenforceable, this document shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this document shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by law.

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

6. I understand that Whole Body Cryotherapy is provided for the basic purpose of relaxation, stress reduction, and relief. 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 or other qualified medical specialist for any mental or physical ailment.

7. I understand that Whole Body Cryotherapy Technicians 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, 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 any RELEASEES' part should I forget to do so.

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

My signature below constitutes my acknowledgment that (1) I have read, understand, and fully agree to all of the foregoing, (2) the proposed indoor cryo 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 CONSENT shall stand as long as I use any equipment or obtain any products or services at any facility utilized by any of the Cryo Entities.

IN SIGNING THIS DOCUMENT, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT, INCLUDING THE WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT; I HAVE GIVEN UP CONSIDERABLE FUTURE LEGAL RIGHTS; AND I EXECUTE THIS DOCUMENT 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 CRYO DEVICE AND ALL OTHER EQUIPMENT AND THAT I AM USING SUCH EQUIPMENT AND OBTAINING ANY 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