

Westchase Physical Therapy & Wellness Cryo Therapy Client Liability Waiver

Contraindications:

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

- Untreated Hypertension
- Heart attack within previous 6 months
- Decompensating diseases (edema) of the cardiovascular and respiratory system; congestive heart failure
- Unstable Angina Pectoris
- Pacemaker
- Peripheral Arterial Occlusive Disease
- Deep Vein Thrombosis (DVT) or known circulatory dysfunction
- Acute febrile respiratory (Flu-like respiratory conditions)
- Severe Anemia
- Cold Allergenic 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 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.

Agreements:

1. Follow all instructions given to you by the attendant.
2. Participation in a whole-body cryotherapy session involves exposure to extreme cold temperatures 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 conditions 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. The chamber will not be locked, and you are free to walk out of the chamber at any time.
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:
 1. Acknowledge that the 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. 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.
 2. Expressly waive and release any and all claims against Westchase Physical Therapy & Wellness, and its officers, directors, employees, agents, affiliates, successors, and assigns (which are collectively referred to as "the Company"), arising out of or attributable to your use of whole body cryotherapy, other than as may arise from the gross negligence or intentional misconduct of the Company. You covenant not to assert any such claims against the Company, and forever release and discharge the Company from liability for such claims.
 3. Indemnify and hold harmless the Company from any loss, liability, damage, cost, or expense arising out of or connected in any manner with your use of whole-body cryotherapy, except as may arise from the gross negligence or willful misconduct of the Company.
 4. 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 resign from this Agreement.

4. This document constitutes the entire agreement regarding your use of whole-body cryotherapy and supersedes all prior discussions and representations about the use, benefits, or risks of whole-body cryotherapy.

BY SIGNING BELOW YOU CONFIRM 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.

Today's Date: _____

Full Name: _____

Signature: _____

Cancellation and No-Show Policy: Cancellations must be made 24 hours before the time of service to avoid a fee equivalent to the cost of the service being charged. If you have purchased a package you will lose that session if you cancel within 24 hrs. Clients who No Show will be charged the cost of the service. If you have purchased a package you will lose that session.

I have read the above waiver and give consent to receive services, including, but not limited to, whole-body cryotherapy, at Westchase Physical Therapy & Wellness. I have read the contraindications and do not have a disqualifying medical condition. I understand that it is my responsibility to discuss my medical condition(s), if any, with a medical professional before having services at Westchase Physical Therapy & Wellness.