

Barefoot Therapy by Mikki Davis, LMT • MT132052
CLIENT CONTRACT / LIABILITY RELEASE FORM

I understand that by signing below I agree to the following:

I understand that massage therapy provided by Mikki Davis, LMT as Barefoot Therapy is intended for the following purposes; to enhance relaxation, reduce pain caused by muscle tension, increase range of motion, improve circulation and offer a positive experience of touch.

I understand that the massage therapist does not diagnose illness or disease, does not prescribe medical treatment or pharmaceuticals, and that spinal manipulation is not part of massage therapy. I also understand there are certain risks associated with massage therapy, including but not limited to:

- Superficial bruising
- Short term muscle soreness
- Exacerbation of undiscovered or undisclosed injury

I, _____ therefore, release Mikki Davis, LMT as Barefoot Therapy from all liability concerning these injuries that may occur during the massage session. I also understand that it is my responsibility to give feedback to the massage therapist at the time of service for any discomfort, excess pressure, pain, concerns, etc. that I experience during the massage so the massage therapist can adjust accordingly.

I understand that massage therapy is not a substitute for traditional medical care or medication and that it is recommended that I work with my primary caregiver for any condition I may have. I acknowledge that I have clearance from my primary caregiver for massage therapy if applicable.

I have stated all my known physical conditions and medications, and I will keep the massage therapist updated on any changes. I understand that Barefoot Therapy/Mikki Davis does not offer prenatal services at this time and it is my responsibility to notify the therapist if I think I may be or do become pregnant. I understand that the massage therapist is not liable for any injuries or contraindications that may arise due to my failure to keep the massage therapist updated.

I understand that massage therapy is strictly for therapeutic and/or relaxation purposes and that any sexual comments, innuendos, actions, etc. are unacceptable and may be

reported with the consequence of legal actions. I understand that this right is both mine and the massage therapist's and that either of us may terminate the session at any time. I have been given the information to report the massage therapist to the State of Texas if I feel it is necessary.

I understand that payment is expected in full at the time of service. Payments can be made in the form of cash, credit/debit card, check (made payable to Mikki Davis), PayPal, or Venmo. I may request a receipt for services from Barefoot Therapy/Mikki Davis.

I have received a copy of and understand the policies of Barefoot Therapy. I understand that I have the opportunity to ask any questions about the massage therapy session or the massage therapist that pertains to my care and/or safety.

I give my permission to receive massage therapy from Barefoot Therapy/Mikki Davis:

Client Signature

Date

Please acknowledge and initial if you give permission for work on:

Glutes (Buttocks): Y / N _____
(can help with hip, mid and lower back pain)

Pecs (Top of Chest): Y / N _____
(can help with pain and headaches from neck, shoulders and upper back)

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POLICIES and LEGAL INFORMATION

Cancellations/No Shows (NS)/Late Arrivals (LA):

It is a part of life that things come up unexpectedly and that is completely understandable. As a courtesy, if you must cancel an appointment, please try to give as much notice as possible, even if you have to leave a voicemail or send a text/message. However, if you cancel/NS/LA twice in a 30-day span with less than a 24-hour notice, Barefoot Therapy reserves the right to request 1/2 of the payment upon approval of the next appointment. If you cancel/NS/LA more than twice in a 30-day span with less than a 24-hour notice, Barefoot Therapy reserves the right to request the entire payment upon approval of the next appointment. Please note these payments are **non-refundable**. All previous penalty balances must be paid prior to your next session or it may be rescheduled or canceled. Excessive cancellations/NS/LA are subject to being dismissed as a client of Barefoot Therapy. (If you are put on the prepayment list, after 6 months of no less than 24-hour cancellations/NS/LA you may be reset.) If you are more than half of your scheduled time late, you may forfeit that appointment and still be responsible for full scheduled time payment. If you are more than 3/4 of your scheduled time late, you will be presumed to be a NS and your appointment may be forfeited with you still being responsible for the full-time amount. The amount of time that you are late may be deducted from your session and you will be responsible for full scheduled time payment. Please notify me as soon as you know you are going to be late to try to avoid penalties.

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Payments:

Payments are expected at the time of service unless you are determined to be a prepaying client. Prepays shall be expected at the time of appointment approval. If a transaction is rejected by your banking institution, a surcharge may be added and/or you may be required to pay in advance (prepay) for future services. If you do not catch your payments up, you may be dismissed as a client of Barefoot Therapy.

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Pricing / Massage Times:

I provide the full amount of hands-on time that you pay for (minus client bathroom, phone, or any other such breaks). If you schedule for 60 minutes you will get 60 minutes hands-on etc. However, please allow extra time for assessment and paperwork, undressing, etc. You may request extra time during your session; subject to the therapist's schedule. Pricing is set on "Price List" unless otherwise arranged with the therapist. Please note that additional time, modalities, and enhancements requested during the session will be quoted by the therapist at the time of request and added to

your total amount due unless otherwise stated/agreed upon. If different please check here for “Special Pricing Form”. □

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Miscellaneous:

- Please put phones on vibrate, silence or turn them off during your session. Please refrain from phone usage during the session unless absolutely necessary. Any time lost due to the client’s phone usage may be forfeited by the client and full payment required.
- Please try to use the restroom prior to your appointment. Any time lost after the scheduled appointment time due to the client may be forfeited by the client and full payment required.
- Any shortening of a session due to a client may be a forfeit of that time with full payment required. The only exception to this would be in the case of the therapist **reasonably** overstepping boundaries. (For instance, sexual innuendos or misconduct by the therapist is overstepping the client’s boundaries. The therapist refusing certain techniques or areas of bodywork due to risk concerns is not overstepping the client’s boundaries.) If you believe that you have a grievance with the therapist or service, information is provided below for contacting the State. If a session is shortened or undeliverable due to the therapist’s availability, a refund or make-up session will be decided and agreed upon by both the therapist and the client and will be given to the client in writing or via the client’s preferred method of contact.
- No infant or prenatal services at this time. Please notify the therapist if you think you may be, are trying to become, or are pregnant.
- Please do not bring additional people with you to your session unless otherwise pre-arranged with the therapist. If you need a translator, please bring only 1.
- Please do not leave any person under the age of 13 or that is otherwise incapable of living without assistance unaccompanied unless previously arranged with the therapist.
- Please refrain from wearing any unnatural scents (perfume, body spray, scented lotions) or smoking immediately prior to your session. Not only due to therapist allergies, but some chemicals may react with oils or lotions that may be used during your session.
- We are not responsible for any items you may leave behind. Please double check that you have everything before you leave. If you did forget something and we find it, we will notify you ASAP. If you realize you have left something, please contact us ASAP.

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Policy Changes:

I understand that any changes in policy will be posted on barefoottherapy.us and/or sent to me via my preferred method of contact. It is my responsibility to stay posted and/or request an updated policy form.

Client Signature

Date

Requested Exceptions Agreed to by Therapist and Client: _____

Client Initials: _____

Therapist Initials: _____

Date: _____

Date: _____

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Complaints:

Texas Department of Licensing and Regulation, Massage Therapy Program, P.O. Box 12157, Austin, Texas 78711, (512) 539-5600, or www.tdlr.texas.gov.

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“The HIPAA Privacy Rule:

The HIPAA Privacy Rule establishes national standards to protect individuals’ medical records and other personal health information and applies to health plans, health care clearinghouses, and those health care providers that conduct certain health care transactions electronically. The Rule requires appropriate safeguards to protect the privacy of personal health information, and sets limits and conditions on the uses and disclosures that may be made of such information without patient authorization. The Rule also gives patients rights over their health information, including rights to examine and obtain a copy of their health records, and to request corrections.”

For more information visit <https://www.hhs.gov/hipaa/for-individuals/index.html>.

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PHOTOGRAPHY RELEASE FORM

Barefoot Therapy uses photography for the evaluation and progress of the client. The photographs are strictly for therapy and will not be used for any other purpose. No one other than the therapist and the client will see the photographs without the signed consent of the client. These photographs will become part of the client's massage therapy file and will, therefore, be protected under the HIPAA laws.

I do / do not give my permission to Barefoot Therapy to be photographed for evaluation and progress only.

Client Signature

Date