

PROPULSION EQUINE PEMF, LLC

CLIENT POLICIES FORM

To be eligible to receive services from ProPulsion Equine PEMF, LLC, all new clients must abide by this Client Policy. By scheduling an appointment with us beyond March 1, 2023, you agree to the following terms and conditions:

MEDICAL HISTORY DISCLOSURE

- o It is the client's responsibility to disclose the following information about their horse when booking **each** session, and schedule the appointment accordingly:
 - Intramuscular (IM) injections, including vaccines, less than 24 hours before the session.
 - Intra-articular therapy (joint injections, including IRAP, PRP, ProStride, stem cells, etc.) less than 3 days before the session.
 - Shockwave therapy less than 5 days before the session.
 - Pregnancy.
 - Blood clots, internal or external bleeding, or blood disorders.
 - Cancer or active infection.
 - Heart conditions.
 - Seizures, strokes, fainting, blood pressure disorders.
 - De-nerved limb(s) within the past 2 years.

By signing this agreement, I understand that it is my responsibility as the owner, lessee, or agent of this horse/these horses to notify my practitioner, if any, of the above changes. I understand that complications can occur despite the best management, safety practices, and care. ProPulsion Equine PEMF, LLC will not be responsible for incomplete or misinformation given by an owner or their proxy. A minor cannot act as a proxy or as an owner.

- CANCELLATIONS AND NO-SHOWS
 - o We respectfully ask our clients to make all changes (i.e. rescheduling) and cancellations to appointments **48 hours** or more ahead of scheduled session times.

- Appointments canceled less than 48 hours prior will incur a \$50 cancellation fee.
 - **Appointments canceled less than 24 hours prior will incur a full session charge for one horse**, minus travel fees. At our discretion, rare exceptions will be made for unexpected veterinary procedures that warrant a waiting period before receiving PEMF.
 - Alternatively, if the client needing to cancel their appointment can find a 'replacement' client/horse at the same location to take their place, cancellation fees will be waived.
- **PAYMENT TERMS**
 - Clients assume financial responsibility for all charges incurred to the horse for services rendered and understand that payment is required at the time of services unless otherwise pre-arranged payment options have been agreed upon. We accept the following payment methods: cash, check, Venmo, and debit/credit card payable online.
 - Payment for a prepaid, discounted 4-session package is due by 11:59pm on the day of the first session. Failure to make the payment in full for the prepaid package will void the discount, and the client will be charged in full for a single session. No exceptions. All sessions from one prepaid package must be used within 90 days of payment.
 - Late payments will incur a fee of three percent (3%) per day for each day the invoice is overdue. We currently provide a fourteen (14) day grace period from the date the invoice is generated for payment to be made without incurring interest fees. Accounts not paid within these terms are subject to a three percent daily finance charge up to \$50 or 5% of the outstanding balance, whichever is lower.
 - Further sessions cannot be scheduled until the previous session is paid in full.
 - Prices are subject to change at any time based on fluctuations in cost of materials, supplies, or expenses.

- ADDITIONAL POLICIES

- We respectfully ask that horses be brought inside their stalls **before** their appointment start times. For liability reasons, practitioners cannot catch horses in the field.
- Massage gun therapy and kinesiology taping require the horse to be dry and clean. The practitioner may decline to perform either/both if the horse's coat is unprepared for these modalities.
- Our office hours for client communications are Monday - Friday 8:00AM - 6:00PM EST.
- We reserve the right to terminate any session at any point if the practitioner's, horse's, or horse owner's/agent's physical safety is deemed to be at risk. Any reimbursement will be at the discretion of the practitioner.
- Any aggression or neurological deficiency of the horse must be disclosed by the owner prior to any session.
- ProPulsion Equine PEMF LLC will not be responsible for injuries, including but not limited to injuries that are severe and/or fatal in nature, to owners and/or approved agents who are handling their own horse(s) during a visit.
- We reserve the right to refuse service to anyone.
- Any change in the name of either party to this Agreement shall in no way affect any of the provisions of this Agreement.

By signing this agreement, I acknowledge that I am 18 years old or older and that I am the owner or approved agent (trainer/manager/lessee) of the horse(s) receiving services from ProPulsion Equine PEMF LLC. I have read and understand this document and will abide by the policies outlined above.

After signing, please continue to the next page: Liability Waiver and Release

DATE _____

NAME _____

SIGNATURE _____

PROPULSION EQUINE PEMF LLC

LIABILITY WAIVER AND RELEASE

With the understanding of the potential of the risk of injury to myself and/or my horse/pet and/or property while MagnaWave pulsed electromagnetic field (PEMF) treatment is being performed (the "Treatment"), and in consideration for the Treatment to be performed, I, the undersigned, hereby knowingly and voluntarily enter into this waiver and release of liability, for myself, my heirs, executors, administrators, assigns, agents or personal representatives, and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of the Treatment.

I hereby release and forever discharge ProPulsion Equine PEMF, LLC, including the company owner, Lucile Vigouroux, as well as all company officers, affiliates, staff, representatives, contractors, agents, and employees (hereinafter referred to as RELEASEES) .

I also hereby release and forever discharge MagnaWave, Inc and its affiliates, managers, members, agents, staff, heirs, representatives, predecessors, successors, and assigns ("the releasees"), for any Treatment consequence, including but not limited to illness, injury, death, damages, or economical loss that I or my horse/pet may suffer.

I understand that Treatment may increase the absorption of certain drugs and medications, including vaccines, potentially increasing their potency and side effects. I agree to indemnify and hold harmless the releasees against any and all loss, liability, damages, costs, claims, suits, or actions of any kind brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf in connection with the Treatment, my presence during the Treatment, or for any other purpose.

I expressly agree to release and discharge any and all of the releasees from any and all loss, liability, damage, costs, claims or causes of action, and I agree to voluntarily waive any right that I otherwise have to bring legal action against any or all of the releasees for personal injury to me and/or my horse/pet and/or for property damage as a result of the Treatment, my presence during the Treatment or for any other purpose.

In the event that I or my horse/pet should require medical care or treatment as a result of the Treatment, I agree that the releasees shall not be responsible for any costs incurred.

In the event that any damage to equipment or facilities occurs as a result of my or my horse's/pet's actions, I acknowledge and agree that the releasees shall not be held liable for any and all such loss, liability, damage or costs associated with any such actions. To the extent that statute or case law does not prohibit releases for negligence, this release encompasses any negligence on the part of any of the releasees.

I acknowledge that I have carefully read this "Waiver and Release" and fully understand that it is a release of liability and waiver of risk. Any change in the name of either party to this Agreement shall in no way affect any of the provisions of this Agreement. In the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it, and sign it voluntarily of my own free will; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by the same.

DATE _____

NAME _____

SIGNATURE _____