

## PROPULSION EQUINE PEMF, LLC

### CLIENT POLICIES FORM

PLEASE READ: Your appointment is not confirmed until you have:

1. Filled out the new client form(s) for your horse(s)
2. Signed the client policies form and waiver (this document)
3. Paid the non-refundable \$50 deposit required to hold your spot (payable on Venmo to @ProPulsionEquine, you can also ask us for an invoice payable online with debit/credit card).

Thank you for choosing ProPulsion Equine; we look forward to working with you and your horse(s)!

To be eligible to receive services from ProPulsion Equine PEMF, LLC, all new clients must sign and abide by this Client Policy. By scheduling an appointment with us after 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 scheduling the appointment accordingly:
  - Intramuscular (IM) injections, including vaccines, administered less than 24 hours before the session.
  - Intra-articular therapy (joint injections, including IRAP, PRP, ProStride, stem cells, etc.) administered less than 3 days before the session.
  - Shockwave therapy administered less than 5 days before the session.
  - Pregnancy.
  - Blood clots, internal or external bleeding, or blood disorders.
  - Cancer or active infection.
  - Heart conditions.
  - Current equine protozoal myeloencephalitis (EPM) treatment (please note, EPM itself is not a contraindication for PEMF).

- Seizures, strokes, fainting, and 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 incorrect 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 necessary changes (rescheduling and cancellations) to appointments 48 hours or more ahead of scheduled session times.
  - For new clients, the \$50 deposit can be transferred to a new date only one time, and only if the appointment is canceled and rescheduled more than 48 hours in advance. This deposit will be lost if the appointment is canceled less than 48 hours before. Deposits are required to secure your spot and are non-refundable. Thank you for your understanding.
  - For all other clients, sessions may be cancelled or rescheduled at no charge within one day of the appointment. Sessions cancelled or rescheduled within 1 day (the day before or the day of the appointment) will incur a \$50 cancellation fee.
  - Having fewer horses than scheduled available at the appointment counts as a cancellation.
  - If a client needs to cancel their appointment and can find a 'replacement' client/horse at the same barn to take their place, cancellation fees will be waived.

- PAYMENT TERMS

- o Clients assume financial responsibility for all charges incurred for services rendered to the horse 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.

- o Payment for a prepaid, discounted 4-session package is due by 11:59 pm on the day of the first session. Failure to pay in full for the prepaid package will void the discount, and the client will be charged for one session at the regular rate. All sessions from one prepaid package must be used within 90 days of payment.
- o 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 3% daily finance charge, up to \$50, or 5% of the outstanding balance, whichever is lower.
- o Further sessions cannot be scheduled until the previous session and/or previous cancellation fees are paid in full.
- ADDITIONAL POLICIES
  - o We respectfully ask that horses be brought inside their stalls **before** their appointment start times. Practitioners cannot catch horses in the field for safety and liability reasons.
  - o Kinesiology taping (KT) requires the horse to be dry and clean. The practitioner may be unable to apply KT on a wet or dirty coat.
  - o 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 at risk. Any partial reimbursement will be at the practitioner's discretion.
  - o The owner or agent must disclose any aggression or neurological deficiency of the horse before any session.
  - o ProPulsion Equine PEMF LLC will not be responsible for injuries, including but not limited to severe and/or fatal injuries, to owners and/or approved agents handling their own horse(s) during a visit.
  - o We reserve the right to refuse service to anyone.
  - o 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 abovementioned policies.

*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 \_\_\_\_\_

ProPulsion Equine PEMF, LLC

Lucile Vigouroux, MSc

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