

## 5th Element PEMF Consent Form

By using the Pulsed Electromagnetic Field (PEMF) Cellular Exercise system (the "System") from 5th Element PEMF, as the case may be, the undersigned confirms that they meet the standards set forth below and agrees to the terms set forth below and the Standard Terms and Conditions laid out in this document. This acceptance includes an obligation to arbitrate all claims and disputes as provided herein, including any claims for injury, and a submission to jurisdiction as set forth herein.

This is a binding legal obligation.

**The system is designed for the purpose of cellular exercise to promote and support overall wellness and the body's natural abilities. All uses of the System will be only to serve those purposes.**

### Do NOT use if:

- User has an implanted electronic device such as a pacemaker, defibrillator, cochlear hearing device, spinal stimulator, etc.
  - User is pregnant
  - User is actively bleeding or hemorrhaging
- Human User has injuries or concerns of injuries that have not yet been evaluated by a licensed healthcare provider.
  - Has had an organ transplant
  - Has had ANY vaccine within 30 days

### Before your session be sure to:

- Remove metal, electronic, and battery-operated devices, keys, wallets, cards with magnetic strips such as credit cards and hotel keys, jewelry, and hearing aids.
- Be aware that metal implants may be sensitive to electromagnetic stimulation and may need to be pulsed at lower strengths.

### **Cancellation Policy:**

**12 hours notice is requested to give notice if a client has to cancel an appointment for any reason. This can be done by email, text, phone call or cancelling on the website.**

### **NO CALL NO SHOW POLICY:**

**Any appointment that results in a 'no call no show' by client will result in a \$30 fee and will not be able to book more appointments until said fee is paid.**

**See terms on the next page. The undersigned agrees to the terms and conditions set forth in this document. I have carefully read this document and fully understand its contents. I AM AWARE THAT THIS IS A CONTRACT BETWEEN MYSELF AND PULSE AND CONTAINS AN ASSUMPTION OF RISK AND A RELEASE OF LIABILITY FOR MYSELF AND MY PROPERTY, INCLUDING ANIMAL USERS, AND I SIGN IT OF MY OWN FREE WILL.**

By signing this release, I certify that I am eighteen (18) years of age or older or have delivered the consent of my parent(s) or guardian to 5th Element PEMF.

Session Executed By: Kourtney Lewis- 5th Element PEMF

Client Name (Printed):

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City & State: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

AGREEMENT, ACKNOWLEDGMENT, AND ACCEPTANCE OF TERMS OF USE Standard Terms and Conditions for All Users By signing this Agreement, Acknowledgment, and Acceptance of Terms of Use document, the person being bound (“I” or “me” or “my”) hereby requests one or more Pulsed Electromagnetic Field Cellular Exercise sessions with the PULSE system (the “System”).

**I Agree to this Demonstration/Purchase.** I understand that the System produces electromagnetic field energy, which passes freely through human tissue. The FDA has not evaluated the System for all conditions. It is not intended for the diagnosis, treatment, or cure of any medical condition. The System is not a medical device and neither 5th Element PEMF nor its affiliates and customers can make any claims that the System can affect medical conditions. As a user of a PULSE system, I agree to be cautious in any experimental area and will notify the

demonstrator or operator of the System of any discomfort. As an owner or operator of a System, I agree to complete complimentary online training on the System before using it on myself or other humans or animals, and when operating the system, to check for any signs of discomfort and adjust the System operation accordingly, including the option of stopping the session I will not take any actions that could endanger my health or safety or that of any other person.

**I understand my obligations.** I understand that the System only operates as described in written material approved by 5th Element PEMF and will not rely on any oral statements from any demonstrator, who may have unverified information based on personal experience. Such statements are for discussion and educational purposes only. I agree to abide by all restrictions and obligations of 5th Element PEMF, including those set forth herein. I will fully comply with the restrictions and obligations contained herein, and all policies applicable to me, and will interpret my obligations hereunder broadly, in order to protect 5th Element PEMF. I agree to execute binding documents to this effect upon request. I acknowledge that the opportunity to experience the System is sufficient consideration for my agreement to these terms.

**General Release.** I understand that there may be other unforeseeable risks associated with a pulsed electromagnetic field cellular exercise session and that the demonstrator, the manufacturer, the marketer, employees, agents, and affiliates cannot accept any liability for loss or damages incurred as the result of the System session. **IN NO EVENT SHALL 5th Element PEMF BE LIABLE FOR ANY INJURY, LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SYSTEM. ALL DAMAGES SHALL BE LIMITED TO THE PRICE PAID FOR THE SYSTEM. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.**

I have read this form, and I voluntarily agree to the System session on my person or animal users mentioned above assuming all liability for any and all results or consequences. I hereby indemnify, release, and hold harmless, and agree to defend, 5th Element PEMF and its affiliated companies, and their employees, agents, or affiliates of any of them (the “Released Parties”) from any and all loss and liability or claims of loss or any statutory duties or duties of care arising from or in connection with my use of the system, at any time now or in the future, except to the extent arising from gross negligence or willful misconduct, but even then all claims shall be determined by arbitration as set forth below. Should medical treatment become necessary for any reason, including as a result of an emergency, I hereby release and forever discharge the Released Parties from any claim whatsoever that arises or may arise on account of any first aid, treatment, or medical service, including the lack or timing of same.

**Confidentiality.** I will keep the terms of this agreement confidential except to the extent I am authorized by Pulse Centers, Pulse Equine, or their authorized representative to disclose it.

**Dispute Resolution.** This Agreement shall be governed by Washington State law, without regard to conflict of law provisions. The parties may agree to the mediation of any dispute.

X \_\_\_\_\_ SIGNATURE

