Client Waiver Form

Oracle Wellness

Client Agreement - Waiver, Terms & Conditions

This agreement ("Agreement") is between **Oracle Wellness** (the "Company", "We", "Us") and the individual named in Schedule 1 (the "Client", "You", "Your").

Please read and complete the waiver and terms before participating in any services at Oracle Wellness.

1. Definitions

- **1.1** Agreement means this document and any schedules or annexures attached.
- **1.2** Booking refers to a scheduled appointment for Services at an agreed date and time.
- **1.3** Company means Oracle Wellness and its directors, employees, agents, successors and assigns.
- **1.4** Fees means the charges payable by You for the Services provided.
- **1.5** *GST* refers to Goods and Services Tax as per the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- **1.6** Person means another client or a representative of Oracle Wellness.
- **1.7** Services include, but are not limited to, infrared sauna, yoga, cold plunge, contrast therapy, and other wellness-related offerings.
- **1.8** You/Your refers to the person signing this Agreement or the parent/guardian where signed on behalf of a minor.

2. Acceptance of Terms

2.1 By booking and participating in our Services, You acknowledge that You have read, understood, and agreed to be bound by this Agreement.

3. Service Provision

3.1 Oracle Wellness agrees to provide the Services at the time and date mutually agreed upon.

4. Bookings, Fees & Cancellations

- **4.1** All Services require a confirmed Booking.
- 4.2 Full payment is required at the time of Booking via EFT, card, or cash. If payment is not received, the

Booking may be cancelled.

- 4.3 Cancellations require notice as follows:
 - Individual sessions: minimum 24 hours
 - Group/corporate bookings: minimum 72 hours
 If Sufficient Notice is provided, a credit will be issued for future use. No credit or refund is offered for late cancellations.

5. Fee Changes

- 5.1 Fees are reviewed regularly and may be adjusted at Oracle Wellness's discretion.
- **5.2** Updated Fees apply from the effective date of the change and will apply to all new Bookings.

6. Equipment & Personal Items

- **6.1** We provide the necessary equipment for your session. All equipment remains the property of Oracle Wellness and must be returned after use.
- **6.2** You are responsible for bringing personal items such as towels, mats, and appropriate clothing. Limited items may be available to hire for a fee.

7. Assumption of Risk & Liability Waiver

- **7.1** Participation involves physical activity, including exposure to heat and cold. There are inherent risks, including injury or death. You must be over 16 years of age or provide a medical certificate to participate.
- **7.2** While we take precautions, You acknowledge that these risks cannot be fully eliminated and agree to participate at your own risk.
- **7.3** To the maximum extent permitted by law, Oracle Wellness and its staff are not liable for any injury or death unless caused by proven negligence.
- **7.4** You indemnify Oracle Wellness against any claims, damages or expenses resulting from your participation in the Services or use of our facilities.

8. Safety & Facility Guidelines

- **8.1** You agree to follow all safety protocols and conduct guidelines, including:
 - Showering before sauna use and between contrast cycles
 - Wearing appropriate swimwear (no nudity permitted)
 - Hydrating before, during, and after sessions

- Not bringing glass into the premises
- Removing all jewellery before use
- Adhering to time limits (sauna: 15–20 min; plunge: 3–5 min)
- Using non-slip footwear
- Avoiding contact with heated surfaces
- **8.2** These guidelines may be updated at our discretion.

9. Code of Conduct

9.1 You agree to:

- Be respectful to all staff and patrons
- Refrain from harassment, intimidation, or discriminatory behaviour
- Arrive at least 5 minutes before your session
- Avoid offensive or inappropriate attire
- Follow instructions from Oracle Wellness team members
- Prioritize health, safety, and positive energy within the space

10. Image Consent

- **10.1** You consent to Oracle Wellness capturing photos or videos during sessions or advise staff in writing prior to your session.
- **10.2** These may be used for promotional purposes including online platforms and social media.
- **10.3** You release Oracle Wellness from any claims resulting from the use of such images, understanding that they may be seen publicly.

11. Termination of Agreement

- **11.1** Oracle Wellness may terminate your access to Services or refuse future Bookings if You:
 - Breach this Agreement or our policies
 - Fail to make payment

- Provide false or misleading information, including health conditions
- Refuse to follow instructions or behave inappropriately
- Engage in conduct that harms Oracle Wellness or others

12. Changes to this Agreement

12.1 Any changes must be made in writing and signed by both parties.

13. Entire Agreement

13.1 This document contains the full terms of our arrangement and overrides any previous agreements.

14. Governing Law

14.1 This Agreement is governed by the laws of New South Wales. Disputes will be handled in the NSW jurisdiction.

Acknowledgements & Consent

By signing below, You confirm:

- 1. You have read and accept the full Terms & Conditions.
- 2. You acknowledge the inherent risks associated with contrast therapy (e.g., dehydration, cardiovascular stress, fainting, etc.).
- 3. You are in good health and have no known medical conditions that would prevent participation, or you have obtained clearance from a healthcare provider.
- 4. In case of emergency, you authorize Oracle Wellness staff to administer first aid or seek necessary medical treatment.
- 5. If signing on behalf of a minor, you have the legal authority to do so.
- 6. You grant permission for Oracle Wellness to use photographs/videos for marketing and promotional purposes.

Client Name:
Email:
Phone:
$\hfill \square$ I agree to subscribe to Oracle Wellness communications, including special offers and event updates.
\square I confirm I have read, understood, and agree to the terms and conditions, and I have no health conditions to disclose. If I do, I will notify Oracle Wellness staff prior to participating.
Signature: Date: