



## CRYOTHERAPY WAIVER AND CONSENT FORM

<b>Name:</b>	<b>Age:</b>
<b>Address:</b>	
<b>Phone:</b> _____ - _____ - _____	<b>Wk. /Cell</b> _____ - _____ - _____
<b>Birth date:</b> ____/____/____	
<b>Email:</b>	

### Safety Instructions for Whole Body Cryotherapy:

1. You must wear cotton or wool socks
2. Treatments are limited to 3 minutes per session. Overexposure to the cold temperatures may cause chilblain.
3. During treatment, you must avoid inhaling the nitrogen fumes; while non-toxic, they are devoid of oxygen and may cause fainting;
4. You may end the procedure at any time if you experience any problems or anxiety.
5. Abnormal skin sensitivity to cold may be caused by certain foods, cosmetics, or medication, including but not limited to the following: Tranquilizers, High blood pressure medication;
6. A person who is less than (18) years of age may not use whole body cryotherapy without parental consent;
7. Children under the age of 14 are prohibited from the cryotherapy due to the inability to regulate body temperature.

**INITIALS:** \_\_\_\_\_

### CONTRAINDICATIONS TO USING WHOLE BODY CRYOTHERAPY:

Pregnancy, severe Hypertension (BP > 160/100), acute or recent myocardial infarction, unstable angina pectoris, arrhythmia, symptomatic cardiovascular disease, cardiac pacemaker, stroke, peripheral arterial occlusive disease, venous thrombosis, acute or recent cerebrovascular accident, uncontrolled seizures, Raynaud's Syndrome, fever, tumor disease, symptomatic lung disorders, bleeding disorders, severe anemia, infection, claustrophobia, cold allergy, age less than 18 years of age (parental consent to treatment needed), acute kidney and urinary tract diseases.

I have read and confirm I do NOT have, or have had, any of the contraindications above.

**INITIALS:** \_\_\_\_\_

In Consideration for using the CRYO device (the equipment) I hereby EXPRESSLY RELEASE, WAIVE, DISCHARGE AND HOLD BOGO TANNING & MEDSPA, ITS MEMBERS, OWNERS, OFFICERS, REPRESENTATIVES, AGENTS, EMPLOYEES, CONTRACTORS, ASSIGNEES AND VOLUNTEERS (HEREINAFTER REFERRED TO AS THE "RELEASEES"), FROM ANY AND ALL CLAIMS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH), LIABILITY, DEMANDS, ACTIONS AND CAUSES OF THE ACTION WHATSOEVER, WHETHER FORESEEABLE OR NOT, FOR NEGLIGENCE, CARELESSNESS AND STRICT LIABILITY OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, AND NEGLIGENCE OF THE RELEASEES), ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY THAT MAY BE SUSTAINED BY ANY PERSON, WHILE USING THE EQUIPMENT OR DUE TO THE USE OF THE EQUIPMENT

I hereby confirm and agree that the RELEASES HAVE NOT MADE AND DO NOT HEREBY MAKE, NOR SHALL THIS WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT (THIS "AGREEMENT") NOR THE CRYO PROCESS TO BE PERFORMED BY THE RELEASEES UNDER THIS AGREEMENT GIVE RISE TO AND REPRESENTATIONS, WARRANTIES, OR COVENANTS (EXPRESS, IMPLIED, ORAL OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF THE MERCHANTABILITY, WORKMANSHIP OR FITNESS FOR A PURPOSE WITH RESPECT TO THE CRYO PROCESS. I UNEQUIVOCALLY REPRESENT, ACKNOWLEDGE AND STATE THAT IN EXECUTING AND DELIVERING THIS AGREEMENT, I AM NOT RELYING UPON ANY WARRANTIES, REPRESENTATIONS, PROMISES OR STATEMENTS, WHETHER EXPRESS OR IMPLIED, MADE BY RELEASEES, AND AM RELYING SOLELY ON MY OWN INSPECTION, INVESTIGATION, AND JUDGMENT. I fully understand the administration of the process, including possible adverse reactions, side effects or the other possible complications. It is understood that this Agreement is being given in advance of an administration of the process, and is being given by me voluntarily to use the Equipment.

I am fully aware of the risks and hazards connected with the use of the Equipment, including the risk of physical injury or disability as the result of injury, and I am voluntarily participating in said Equipment usage, and entering the above-named premises to engage in such usage. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY that may be sustained as a result of being engaged in such activity.

I understand that the RELEASEES will not be responsible for any medical costs associated with any injury.

I understand that Whole Body Cryotherapy is provided for the basic purpose of relaxation, stress reduction, relief of muscular tension, recovery from muscular tension and recovery from surgery, illness or injury. I further understand that Whole Body Cryotherapy should not be construed as a substitute for medical examination, diagnosis or treatment and that I should see a physician, chiropractor or other qualified medical specialist for any mental or physical ailment that I am aware of.

My signature below constitutes my acknowledgement that (1) I have carefully read this entire Agreement and fully understand and agree to be bound by its contents, (2) the proposed indoor CRYO process has been satisfactorily explained to me and I have all of the information I desire, and (3) I hereby give my authorization and consent. This Agreement shall stand as long as I use the Equipment at the location now and in the future. I have read the instructions for proper use of the facilities and do so at my own risk and hereby release the RELEASEES, owners, operators, franchisers, or manufacturers, from any damage or harm that I might incur do to use of the facilities.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I am at least eighteen (18) years of age and legally competent; I HAVE GIVEN UP CONSIDERABLE FUTURE LEGAL RIGHTS; AND I EXECUTE THIS AGREEMENT FREELY, VOLUNTARILY, UNDER NO DURESS OF THREAT OF DURESS, WITHOUT INDUCEMENT, PROMISE OR GUARANTEE BEING COMMUNICATED TO ME. Furthermore, I agree that I will comply with all instructions on the use of the Equipment and that I am using these services at my own risk. I agree to use all sessions within the terms of the contract dates and understand that refunds are not given on unused portions of purchased packages.

**PRINT NAME:** \_\_\_\_\_

**SIGN NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

