

Disclaimer and Liability Release (Human and Horse Sets)

Intended Use:

For Human Set: The BEMER device temporarily increases local blood circulation in healthy muscles and stimulates them in order to improve and facilitate muscle performance. Any other use is considered "not indicated on the label" and therefore prohibited.

For Horse Set: The BEMER Horse set induces significantly increased parasympathetic activity in horses during rest periods. The parasympathetic nervous system – also called the “rest and digest system” – is responsible for regulating metabolism and modulating blood flow. There are no known unwanted side effects in horses.

Contraindications (for Human Set): Here is the full list of the contraindications for the BEMER device:

- Individuals fitted with active medical implants (e.g., medication pumps, pacemakers, defibrillators)
- Recipients of organ transplants, allogeneic cell transplants, bone marrow or stem cell transplants in combination with immunosuppressive therapy (intentional suppression of the immune system)
- Do not use the device if you have been diagnosed with Deep Vein Thrombosis (DVT)

I agree that I understand these contraindications, have had the opportunity to obtain more information about them and consult my doctor if I have any questions or concerns.

Precautions (for Horse Set): The BEMER Veterinary Line is intended to be used on horses. Any other usage is considered “off-label” and as such prohibited. Do not use the BEMER device on pregnant animals without prior consultation with a qualified veterinarian.

Disclaimers: BEMER does not provide any medical or veterinary advice or service. Nothing provided by BEMER in connection with the BEMER shall be construed to provide professional medical or veterinary advice, diagnosis, treatment or cure. Before starting any health protocol or using a device such as BEMER or if you have any medical or veterinary concerns, pre-existing injuries or illness, please consult a licensed health care provider. For more information, please consult the product manual or call BEMER at 1-800-554-9117. During a BEMER product presentation, you may have heard or read testimonials by users or our ambassadors. Note that individual results may vary, and testimonials may not reflect the typical person’s experience and are not intended to represent that anyone will achieve the same results. BEMER spokespersons may have been compensated for their testimony or be a distributor who receives commission based upon their sales.

Release of Liability: You agree that you are using the BEMER product voluntarily at your own risk. You hereby release and hold BEMER, its parent, subsidiaries and affiliates and their officers, directors, employees, agents, attorneys, affiliates, partners, distributors, contractors, assigns and permitted assigns ("us") harmless from any and all loss, liability, damages, costs, claims, demands or causes of action of any nature and kind, known or unknown, which you or any third party has or may in the future have against us resulting directly or indirectly from your use of the BEMER products. You agree that any claim you may have against BEMER or a BEMER distributor related to your use of a BEMER is permanently barred one year after such claim arose.

COVID-19 Release, Assumption of Risk & Indemnification: You agree and represent that (1) the product demonstration may include possible exposure to and illness from infectious diseases including but not limited COVID-19 and the risk of serious illness and death does exist; (2) you, and/or on behalf of your spouse or other invitee KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE US or others, and assume full responsibility for your attendance; and (3) you and/or on behalf of your spouse or other invitee as well as on behalf of your heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS US WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM OUR NEGLIGENCE OR OTHERWISE, to the fullest extent permitted by law.

Arbitration: You agree that any and all claims related to your BEMER product usage will be arbitrated, and you hereby waive your right to maintain a lawsuit or a jury trial. Any claim related to your BEMER product use shall be brought within one year of its accrual and be determined by arbitration in San Diego County before one arbitrator, to be administered by JAMS under its expedited rules and procedures.

By submitting the event waiver form, you acknowledge that you are 18 years of age or older, have the legal right to perform this disclaimer, and that you have read, understood and accepted all of the foregoing. If you are injured in any way, this release prevents and prohibits any recovery of money from BEMER or any BEMER distributor.

By signing below, you acknowledge that you are 18 years of age or older, have the legal right to perform this disclaimer, and that you have read, understood and accepted all of the foregoing. If you are injured in any way, this release prevents and prohibits any recovery of money from BEMER or any BEMER distributor.

Signature:_____

Date:_____

IBD # (if applicable):_____

Email Address:_____

Printed Name:_____

Phone: _____