

GLACIAL CRYOTHERAPY LIABILITY WAIVER UPDATED 2021

By engaging Glacial Cryotherapy, LLC (Company) to provide whole body cryotherapy, localized cryotherapy, infrared sessions, Celluma and NormaTec services (collectively, the Services) and by using the Company's equipment and facilities in relation thereto, you hereby acknowledge and agree on behalf of yourself, your heirs, personal representatives and/or assigns to the following terms:

1. You acknowledge that there are certain inherent risks and dangers associated with receiving the Services and in connection with the use of Company's equipment and facilities. You agree that you will not use the Services if you have any of the following conditions:

- Uncontrolled high blood pressure
- Cold allergy
- Prior heart attack
- Open sores
- Unstable chest pain
- Nerve pain in feet or legs
- Disease of blood vessels
- Pregnancy
- History of blood clots
- Raynauds Disease
- Diabetes
- Cancer Conditions with increased sensitivity to cold
- History of seizures or epilepsy
- Steroid injections
- Photosensitivity to drugs

You may have other conditions or may be taking medications that make the Services inappropriate. Consult with your medical doctor if you have questions as to whether the Services are right for you. The Company may deny you access to the Services in its sole discretion, without a letter from your medical doctor clearing you to receive the Services. Neither the Company nor its members, officers or staff are medical doctors.

2. You agree that you will, at all times, comply with all verbal and written instructions given to you by the attendant, posted safety signs and rules. Do not use the Services without a Company attendant present. You must have mobility to step up a minimum of 15 inches unassisted.

3. Participation in a Services session involves exposure to extreme cold temperature for a short period of time (not to exceed three (3) minutes per session). Your clothing and skin must be dry. You must avoid inhaling the nitrogen gas that is emitted into the equipment. By signing this Agreement, you confirm that you are in good health and do not have any of the conditions identified above or other physical or mental condition that would preclude you from safely using the Services or put you in any physical or medical danger and have not been advised by your medical doctor to not receive the Services.

4. If you experience any mental or physical pain or discomfort at any time during the process, you may terminate the session immediately. The chamber will not be locked, and you are free to walk out of the chamber at any time. You agree that you have familiarized yourself with this exit process and are prepared to do so if or when you feel it is necessary.

5. No representations or claims are made as to the therapeutic nature or other benefits of the Services. The Services are not intended to diagnose, treat, cure or prevent diseases, illnesses, imbalances or disorders. No results from the Services are guaranteed or assured. Every customer is

different and responds differently to the Services. The Company makes no warranties regarding the Services whatsoever and disclaims all warranties and conditions, either express or implied, including but not limited to, implied warranties or conditions of merchant ability and fitness for a particular purpose.

6. This is a release of liability and a waiver of certain legal rights. By signing this Agreement, you: a. acknowledge that use of the Services involves risk of bodily injury, illness, disability or death, which may be compounded by negligent emergency response of the attendant or inadequate ventilation of the room in which the equipment is operated. You acknowledge that you are voluntarily participating in the Services with knowledge of the dangers involved and accept and fully assume all responsibilities for any and all risks of injury, illness, disability or death, whether caused by the condition of the facilities or equipment or the negligence of the attendant or otherwise. You acknowledge that frostbite is a specific risk that you assume. b. expressly waive and release, indemnify, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors and assigns (which are collectively referred to as "the Released Parties?"), from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities to the fullest extent allowed by law arising out of or in any way related to or arising out of your use of the Services. You covenant not to assert any such claims against the Released Parties, and forever release and discharge the Released Parties from liability for such claims. c. indemnify and hold harmless the Released Parties from any loss, liability, damage, cost or expense arising out of or connected in any manner with your use of the Services. d. agree that this waiver and release is intended to be as broad and inclusive as permitted under law. You specifically acknowledge and agree that this Agreement is not intended to be a general release subject to limitations and conditions that would otherwise apply under applicable state law and additionally agree to waive all general release limitations provided by applicable law.

7. This Agreement shall be construed and interpreted as broadly as possible under the applicable laws of Washington, with the words, terms, provisions, covenants, and remedies contained in this Agreement to be enforceable to the fullest extent permitted by applicable law.

8. If any portion of this Agreement is held invalid, the remainder shall not be affected and shall continue in full legal force and effect.

9. The terms of this Agreement shall continue from this date forever and shall apply to each use by you of the Services without the need for you to re-execute this Agreement.

10. This document constitutes the entire agreement regarding your use of whole body cryotherapy and any product, services or equipment connected with the Released Parties and supersedes all prior discussions, agreements and representations about the use, benefits or risks of whole body cryotherapy. This Agreement may only be modified in a writing signed by you and an authorized representative of the Company.

Cryoskin:

By engaging Glacial Cryotherapy LLC (for the purposes hereof referred to together herein as the "Company") to provide cryotherapy, infrared sauna and related services ("Services") and using the Company's equipment and facilities in relation thereto, I hereby acknowledge on behalf of myself, my heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers associated with receiving Services and my use of the Company's equipment and facilities. At all times, I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions given to me by staff. If in the subjective opinion of the Company's staff, I would be at physical risk in receiving Services, I understand and agree that I may be denied access to Services until I furnish the Company with an opinion letter from my medical doctor, at my sole cost and

expense, specifically addressing the Company's concerns and stating that the Company's concerns are unfounded. I hereby (1) agree to assume full responsibility for any and all injuries or damage which are sustained or aggravated by me in relation to my receiving of the Services, (2) release, indemnify, and hold harmless the Company, its direct and indirect parent, subsidiary affiliate entities, and each of their respective officers, directors, members, employees, representatives and agents, and each of their respective successors and assigns and all others, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages, and liabilities to the fullest extent allowed by law arising out of or in any way related to the Services, and (3) represent that: (a) I have no medical or physical condition that would prevent me from receiving the Services, (b) I do not have a physical or mental condition that would put me in any physical or medical danger, (c) I have not been instructed by a physician to not receive Services, (d) no warranty or guarantee, or other assurance, has been made to me covering the results of the Services, (e) knowing the risks involved I nevertheless chose to voluntarily request the Services. Notwithstanding the foregoing (and by way of illustration only and not limitation) if any of the following apply to me or if I'm unsure for any reason, I hereby acknowledge the Company's recommendation that I consult a medical physician before receiving Services.

Contraindications:

Cryoskin Slimming: - Severe Raynaud's Syndrome - Severe Allergy to Cold - Cold-related Illness (Cryoglobulinemia, Paroxysmal Cold Hemoglobinuria, Cold Agglutinin Disease) - Progressive Diseases (MS, ALS, Parkinson's, Neuropathy) - Active Cancer - HIV/AIDS - Cardiovascular Disease - Lower Limb Ischemia - Lymphatic Disorders - Uncontrolled Diabetes or Diabetes-related complications - Severe Kidney or Liver Disease - Pregnancy/Breastfeeding - Bacterial and viral infections of the skin - Wound healing disorders - Circulatory disorders - Surgery in the past 6 months - Pacemaker/metal implants - Active/Severe Eczema, rashes, or dermatitis - Use of topical antibiotics in desired treatment area - Silicone/other implants in desired treatment area - Mesh inserts in the desired treatment area - Irremovable body piercings in the desired treatment area - Incision scar(s) in the desired treatment area - Open or infected wounds - Impaired skin sensation - Known sensitivity or allergy to propylene glycol - Hernia in or adjacent to desired treatment area - Active implanted device such as pacemaker or defibrillator in or adjacent to desired treatment area

Cryoskin Toning: - Severe Raynaud's - Severe Allergy to Cold - Cold-related Illness (Cryoglobulinemia, Paroxysmal Cold Hemoglobinuria, Cold Agglutinin Disease) - Progressive Diseases (MS, ALS, Parkinson's, Neuropathy) - Pregnancy/Breastfeeding - Cardiovascular Disease or Lower Limb Ischemia - Bacterial and viral infections of the skin - Wound healing disorders - Circulatory disorders - Surgery in the past 6 months - Pacemaker/metal implants - Active/Severe Eczema, rashes, or dermatitis - Silicone/other implants in desired treatment area - Use of topical antibiotics in desired treatment area - Mesh inserts in the desired treatment area - Irremovable body piercings in the desired treatment area - Impaired skin sensation - Open or infected wounds - Known sensitivity or allergy to propylene glycol - Active implanted device such as pacemaker or defibrillator in or adjacent to desired treatment area

Cryoskin Facial: - Severe Raynaud's - Severe Allergy to Cold - Cold-related Illness (Cryoglobulinemia, Paroxysmal Cold Hemoglobinuria, Cold Agglutinin Disease) - Progressive Diseases (MS, ALS, Parkinson's, Neuropathy) - Cardiovascular Disease or Lower Limb Ischemia - Botox in the past 30 days - Fillers in the past 90 days - Bacterial and viral infections of the skin - Wound healing disorders - Circulatory disorders - Metal implants - Surgery in the past 6 months - Active/Severe Eczema, rashes, or dermatitis - Silicone/other implants in desired treatment area - Use of topical antibiotics in desired treatment area - Irremovable body piercings in the desired treatment area - Impaired skin sensation - Open or infected wounds - Known sensitivity or allergy to propylene glycol - Active implanted device such as pacemaker or defibrillator in or adjacent to desired treatment area

In participating in the Services, you may be photographed, videoed or otherwise recorded by the Company for safety, monitoring and training purposes. You hereby consent to such usage of your imagery for all and any such purpose by the Company and hereby agree that the Company without any payment to you shall in all cases be the sole owner of all intellectual and other proprietary rights therein without any restriction whatsoever. Your participation in the Services will expose you to extremely cold temperatures. I have read this Assumption of Risk, Waiver, and Release, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue the Company under certain circumstances. I acknowledge that I am signing this waiver freely and voluntarily. The term of this waiver is indefinite. I acknowledge that I have been urged to avoid bringing valuables into and onto the Company's facilities and the Company shall not be liable for the loss of, theft of, or damage to my personal property, including items left in lockers, bathrooms, or anywhere else in the Company's facilities. I acknowledge that no portion of any fees paid by me is in consideration for the safeguarding of valuables.

By checking this box I agree to have read and agree to the legal agreement above.

BY SIGNING BELOW, YOU CONFIRM TO GLACIAL CRYOTHERAPY, LLC FOR THE BENEFIT OF THE RELEASED PARTIES THAT YOU HAVE CAREFULLY READ ALL PAGES OF THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS, VOLUNTARILY AGREE TO EACH OF ITS TERMS AND PROVISIONS, AND SIGN OF YOUR OWN FREE WILL.