**GENERAL LIABILITY WAIVER FORM FOR MASSAGE THERAPY, ALL FITNESS ACTIVITIES/ PROGRAMS, MARTIAL ARTS, SPINE DECOMPRESSION, NUTRITION PROGRAMS, SKIN CARE - FACIALS, ACUPUNCTURE PROGRAMS AND/ OR TREATMENTS**

**FIRST STATEMENT:**

I hereby expressly consent to my use of BEACH LIFE WELLNESS INSTITUTE, LLC and/or participate in any services or programs they have available including but not limited to: Fitness Classes and/ or Programs, Martial Arts, Personal & Group Training, Spine & Joint Health Programs, Life-Style Nutrition Programs, Skin Care - Aesthetics - Facials Treatments and/ or Therapies, Acupuncture - Energy Medicine Treatments and/ or Therapies, and any other Wellness Programs offered by BEACH LIFE WELLNESS INSTITUTE, LLC.

I understand that any of the activities, and/or services performed at BEACH LIFE WELLNESS INSTITUTE, LLC involves inherent risk of INJURY. I voluntarily agree to expressly assume any and all such risk which may result from my participation in any of the activities, services, and/or presence at BEACH LIFE WELLNESS INSTITUTE, LLC.

I, for myself and any minors on behalf I am executing this Agreement, release BEACH LIFE WELLNESS INSTITUTE, LLC, its agents, employees, practitioners, and instructors from any and all liability or damage associated with my receipt of the mentioned activities.

I, for myself and any minors on whose behalf I am executing this Agreement, our representatives, agree to hold harmless and indemnify BEACH LIFE WELLNESS INSTITUTE, LLC, its agents, employees, practitioners, and instructors for any and all loss or damage, claims or demands related to injuries or property damage arising from my receipt of instruction, or services from BEACH LIFE WELLNESS INSTITUTE, LLC, its agents, employees, practitioners, and instructors , or my practice at BEACH LIFE WELLNESS INSTITUTE, LLC. I additionally agree to indemnity and hold harmless BEACH LIFE WELLNESS INSTITUTE, LLC, its agents, employees, practitioners, and instructors for any attorney’s fees, defense costs or expenses arising out of the defense of any claim, injury, liability or damage arising from my instruction or service in the facility or practice in the facility. I authorize medical transportation to a medical facility or hospital for treatment necessary for my well being, at my expense. I agree that BEACH LIFE WELLNESS INSTITUTE, LLC is in no way responsible for the safekeeping of my personal belongings while I am at the facility or facility sponsored events.

I authorize BEACH LIFE WELLNESS INSTITUTE, LLC and its’ related project sponsors to use, reproduce, and/or publish photographs and/or video that may pertain to me including my image, likeness, and/or voice reproduction without compensation. I understand that this material may be copyrighted by BEACH LIFE WELLNESS INSTITUTE, LLC and may be used for any lawful purpose, including without limitation: trade, exhibition, illustration, promotion, publicity, advertising, electronic publication and related endeavors as deemed appropriate by BEACH LIFE WELLNESS INSTITUTE, LLC. This material may also appear on the BEACH LIFE WELLNESS INSTITUTE, LLC or related project sponsor’s web and/or social media pages. This authorization is continuous in perpetuity and may be withdrawn only by my specific written rescission of this authorization. This agreement will apply for each and every day I engage in any activity, or receive any therapy, treatment, and/ or service without requiring me to sign an additional form for each day, activity, or service I am participating or receiving. I have read and agree with BEACH LIFE WELLNESS INSTITUTE, LLC privacy policies.

**GENERAL STATEMENT OF PROGRAM OBJECTIVES, RISKS AND PROCEDURES:**

**Fitness Classes & Programs, Personal & Group Training, Spine Decompression, Exercise Programs, Martial Arts:**

I acknowledge that the participation on any/ or all of these programs, will necessarily involve participation in exercises that may be physically demanding and will subject the participant to stress, anxiety, physical injury and other possible hazards.

I understand that the fitness program/ martial art I am participating on, may include exercises to build the cardio respiratory system (heart and lungs), the musculoskeletal system (muscle endurance, strength, and flexibility), and to improve body composition (lean/fat ratio). Exercises may include aerobic activities, calisthenics, and high intensity conditioning drills and resistance training to improve muscular strength and endurance, speed and agility drills as well as flexibility exercises to improve range of motion and reduce risk of injury to muscle. I know there is a risk of certain abnormal changes occurring during or following exercise, which may include abnormalities of blood pressure or heart rate, ineffective functioning of the heart, and in rare instances heart attacks. Use of the weightlifting equipment, performing agility drills and engaging in body calisthenics, although very rare, can lead to muscle strains, pain, and injury. I understand that the reaction of the heart, lung, and blood vessel system to such exercise cannot be predicted with accuracy. I give consent to my instructor/ trainer/ coach to be touched and to touch my children when necessary in order to correct our physical moves, form and positions to better perform exercises and/ or martial art techniques and help reduce risk of injury. It is recommended that all participants obtain medical clearance from their physician before engaging in any fitness program. The undersigned, (individual, parent or guardian, and minor) acknowledges that she/he is signing this agreement on behalf of (themselves, or a minor) and that the (individual or minor) shall be bound by the terms of the agreement. This agreement shall be binding on the participant’s assignees, heirs, next of kin, executors and personal representatives.

In consideration of the right to participate in the activity, I hereby indemnify, hold harmless and release from any legal liability BEACH LIFE WELLNESS INSTITUTE, LLC, and its trainers, employees, faculty, staff, agents, instructors, practitioners and all individuals assisting with the activity for injury or death caused by or resulting from my participation in the activity or in any way connected with my participation in the activity, whether such injury or death was caused by the alleged negligence of BEACH LIFE WELLNESS INSTITUTE, LLC, or any of their trainers, fitness instructors, coaches, another participant, or any other person or cause. This agreement will apply for each and every day I engage in any fitness and/ or martial arts activity without requiring me to sign an additional form for each day or activity. I further agree to defend and indemnify BEACH LIFE WELLNESS INSTITUTE, LLC for loss or damage, including any that result from claims or lawsuits for personal injury, death, or personal property damage, relating to my participation in an activity or use of BEACH LIFE WELLNESS INSTITUTE, LLC facilities or equipment.

I represent that I am in satisfactory physical condition to start any fitness and/ or martial arts program, I have medical clearance to engage in any physical fitness activity from my physician, and I am ready to participate in the activity. I authorize any person connected with the activity or BEACH LIFE WELLNESS INSTITUTE, LLC to administer any and all available first aid to me, as they deem necessary. I also state that I have read and agree 100% to all the terms stated in the "**First Statement"** at the beginning of this form.

**Life - Style Nutrition:**

I understand that the Life-Style Nutritional Program is not a plan based on my regular diet, it is simply a standard guide that will help me make better choices, learn how to read packed food labels, and understand the nutritional values of the food I choose to eat.

While using this guide I will be eating a wide variety of foods including but not limited to fruits, vegetables, meats, fish, poultry, grains, legumes, nuts, fats, oils, fluids, water, etc. My nutritional guide will include enough calories for my specific needs, and never less than 1,200 - 2,500 calories a day depending on my weight and activity level.

I assure that I am a healthy person with no food allergies and It is my sole responsibility to determine if any of the foods suggested in this guide are foods I can use to develop my own eating plan without allergic reactions. I have been advised to obtain medical clearance from my physician before using this nutritional guide to avoid allergic reactions. I have been advised and I understand that allergic reactions can cause several minor and/or major problems and/or allergic reactions, including dead.

I agree that the use of this nutritional guide will be at my own risk. I wave any claims of injury or damage. I assume all liability if I get injured in any way due to an allergic reaction, sustain any loss, or die because of my negligence or my nutritional coach negligence (If the client is less than 18 years old, their parents or guardians must sign along with him/her).

I agree that my trainer/instructor/coach and his/her stockholders, partners, and employees shall not be legally responsible to me or my family or heirs for any claims, injuries, or damages including dead, or anything else whatsoever arising or pertaining to me, my property, or anything which is in any way connected with the use of this nutritional guide. I fully and forever release such claims, injuries, damages including dead, and everything else, present or future, known or unknown, anticipated or unanticipated, resulting from or arising out of my use or intended use of this nutritional guide or advise from my nutritional coach.

I assure that I have medical clearance from my physician to use this nutritional guide.

I also state that I have read and agree 100% to all the terms stated in the "**First Statement"** at the beginning of this form.

**Massage Therapy, Skin Care - Aesthetics - Facials:**

If I experience any pain or discomfort during the session, I will immediately inform the practitioner so that the products and/or technique may be adjusted to my level of comfort.

I further understand that any of these services should not be construed as a substitute for medical examination, diagnosis, or treatment. I understand that the practitioners are not qualified to perform, diagnose, prescribe, or treat any physical or mental illness, and that nothing said in the course of the session given should be construed as such.

Because certain treatments should not be performed under certain medical conditions, I affirm that I have stated all my known medical conditions, and answered all questions honestly and to the best of my knowledge. I agree to keep the practitioner updated as to any changes in my medical profile during the session and understand that there shall be no liability on the practitioner part should I fail to do so. I understand that any illicit or sexually suggestive remarks or advances made by me will result in immediate termination of the session. I also understand that the practitioner reserves the right to refuse to perform treatments on anyone whom he/she deems to have a condition for which the treatments are contraindicated.

I also state that I have read and agree 100% to all the terms stated in the "**First Statement"** at the beginning of this form.

**Acupuncture and Oriental Medicine:** I, the undersigned, understand that methods of treatment used in this practice may include, but are not limited to, acupuncture, herbal medicine, moxibustion, cupping, electrical stimulation, medical qigong, massage, gua sha, heat therapy, ear seeds, dietary advice, qigong exercise prescriptions, laser and/ or led therapy, and lifestyle counseling.

I understand that acupuncture, moxibustion, electrical stimulation, cupping and pricking are all safe methods of treatment. Potential risks include temporary bruising, swelling, bleeding, numbness and tingling, and soreness at the needling site that may last a few days. Very unusual risks of acupuncture include dizziness, fainting, nerve damage, or pneumothorax. Infection is possible, although the clinic uses alcohol and sterile disposable needles and maintains a safe and clean environment. Potential but unlikely risks of moxibustion are burns, blistering, or scarring.

Temporary bruising or redness lasting a few days is a common side effect of cupping and gua sha. I fully understand that there is no implied or stated guarantee of success or effectiveness of a specific treatment or series of treatments. Acupuncture is a natural medicine that works with the body’s ability to heal itself, but is not a substitute for conventional medical diagnosis and treatment. The results of acupuncture are not always felt immediately, especially with chronic conditions. I also understand that certain social habits and medications may decrease the beneficial effects of treatment. These include but are not limited to the use and abuse of alcohol, painkillers, steroids, narcotics, tobacco, anti-depressants, and illegal drugs. I will notify the acupuncturist if I become pregnant or if I am trying to get pregnant. I understand that herbal and nutritional supplements recommended to me are safe in the recommended doses. Large doses of herbs taken without a practitioner's recommendation may be toxic, and some herbs are inappropriate during pregnancy or other conditions. Some possible side effects of herbs are nausea, gas, stomachache, vomiting, headache, diarrhea, rashes, hives and tingling of the tongue.

I understand that I must stop taking any herbs and notify my acupuncturist as soon as I experience any discomfort or adverse reactions. I understand that I can discuss risks and benefits further with my practitioner, however, I do not expect my practitioner to be able to anticipate and explain all possible risks and complications of treatment. I rely on the practitioner to exercise his or her best judgment in my best interest during the course of treatment, based upon the facts then known. I also state that I have read and agree 100% to all the terms stated in the "**First Statement"** at the beginning of this form.

We are partners in your health care. Your participation in your own healing process is crucial. Our goal is to get you well as soon as possible, which requires that you apply our health recommendations and comply with our treatment plan.

**Cancellation Policy:**BEACH LIFE WELLNESS INSTITUTE, LLC requires a minimum 24 hours of advance notice prior to the cancellation or rescheduling of a service. If less than 24 hours of notice is given prior to the cancellation or rescheduling of a scheduled service, the client will be charged a $25 cancellation fee. If no notice is received by BEACH LIFE WELLNESS INSTITUTE, LLC and the client fails to appear for a scheduled service, the client will be charged for the full cost of the originally scheduled appointment.

If you sign up for any pre-paid or non pre-paid class, or event and you fail to attend, you will be charged for such class, or event in full. You may call BEACH LIFE WELLNESS INSTITUTE, LLC to cancel your reservation. In the event of a cancellation, any fees that have been paid in advance will be applied to the attendance of a future class, or event.

**Release of Liability:**

I HAVE READ AND UNDERSTOOD THIS RELEASE OF LIABILITY AGREEMENT. I VOLUNTARILY AGREE TO ITS TERMS. I am fully aware of my right to ask any questions at any time or to discontinue participation in any of these activities and/ or services. I have been informed of the importance of a medical clearance from a physician before participating in any of the activities and/ or services, and or programs offered by BEACH LIFE WELLNESS INSTITUTE, LLC.

I certify that I have been cleared by my physician to participate, and/or use any of the services at BEACH LIFE WELLNESS INSTITUTE, LLC.

In the rare event that any of the above risks do occur I hereby release BEACH LIFE WELLNESS INSTITUTE, LLC from any and all liability as outlined above resulting from participation in such activities and/ or services.

I agree that neither I, my heirs, assigns or legal representatives will sue or make any other claims of any kind whatsoever against Beach Life Wellness, LLC or its' employees for any personal injury, property damage/loss, or wrongful death, whether caused by negligence or otherwise. I have read and understand this "GENERAL LIABILITY WAIVER FORM" in full, and agree 100% to all its terms and conditions.

**NAME, DATE & SIGNATURE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_