

CONFIDENTIAL

RELEASE, WAIVER OF LIABILITY, AND HOLD HARMLESS AGREEMENT

- 1. In consideration for undergoing/using the cryotherapy machine, and/or chamber (Equipment), I hereby RELEASE, WAIVE, DISCHARGE, and HOLD HARMLESS Seacoast Cryotherapy LLC, its officers, servants, agents, employees, and volunteers (hereinafter referred to as RELEASEES) from any and all liability, claims, demand, actions and causes of action whatsoever 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.
- 2. In consideration for undergoing/using cryotherapy machine and/or chamber (Equipment), I RELEASE FROM LIABILITY AND WAIVE MY RIGHT TO SUE Seacoast Cryotherapy LLC, its officers, servants, agents, employees, heirs, assigns, representatives, and volunteers from all claims, including claims of Seacoast Cryotherapy's negligence, resulting in a physical injury, illness (including death), or economic loss I may suffer or which may result from my participation in cryotherapy treatments or use of the cryotherapy machines or any injury which may occur on its premise.
- 3. I hereby confirm that no warranty or guarantee, or other assurance, has been made to me covering the results of the cryotherapy process, and I hereby relieve them and hold them harmless from all liabilities for injury or damage that may occur to me. I fully understand the administration of the process, including possible adverse reactions, side effects or other possible complications. It is understood that this consent is being given in advance of any administration of the process, and is being given by me voluntarily to use the Equipment.
- 4. 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 such injury, and I am voluntarily participating in said Equipment, including the risk of physical injury or disability as the result of such 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 RESPONSIBLITTY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY that may be sustained, or any loss or damage to property as a result of being engaged in such activity.
- 5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assignees and personal representative; however, if I am not alive, it shall be deemed as a RELEASE, WAVIER, AND DISCHARGE of the above named RELEASEES. I hereby further agree that this Wavier of Liability and Hold Harmless Agreement shall be constructed in accordance with the laws of the State of New Hampshire.
- 6. I am voluntarily participating in the cryotherapy treatment and process. I understand that there are risks associated with my participation in these treatments, such as physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, death, or economic loss. These injuries or outcomes may arise from my own or other's actions, inactions, or negligence, or the condition of Seacoast Cryotherapy LLC's location (s) or facility (ies). Nonetheless, I assume all risks of my participation in these treatments, whether known or unknown to me, including any events incidental to these treatments.



- 7. I understand that the RELEASEES will not be responsible for any medical costs associated with any injury.
- 8. I understand cryotherapy is provided for the basic purpose of relaxation, stress reduction, relief of muscular tension, recovery from muscular tension, recovery from surgery, illness, or injury. I further understand that 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.
- 9. I understand that Seacoast Cryotherapy LLC staff and RELEASEES are not qualified to perform skeletal adjustments, diagnose and/or prescribe, and that nothing said in the course of the session should be construed as such.
- 10. Because cryotherapy is contraindicated under certain conditions, I affirm that I have stated all my known medical conditions and answered all questions honestly. I agree to keep the staff at Seacoast Cryotherapy LLC updated as to any changes in my medical profile and understand that there shall be no liability on the technician's part should I forget to do so.

My signature below constitutes my acknowledgement that (1) I have read, understand, and fully agree to the foregoing CONSENT, (2) the proposed cryotherapy 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 CONSENT shall stand as long as I use the Equipment at the location now and in the future.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read and understand the foregoing Wavier of Liability and Hold Harmless Agreement, I am at least eighteen (18) years of age and fully competent; I have given up considerable future legal rights; and I execute this Release freely, voluntarily, under no duress or 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 cryotherapy 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.

I am coherent and under no pressure. I fully accept and understand the waiver and consent for therapy.

		/ /
Participant's printed name	Signature	Date
Participant Parent or Legal Guardian's	Signature	