

Exoregen Wellness, LLC

FLOATPOD WAIVER & CONTRAINDICATIONS ACKNOWLEDGEMENT

CLIENT INFORMATION

Full Name:

Home Address:

City:

State:

Zip:

Email:

Cell Phone:

Date of Birth:

Sex:

Emergency Contact:

Name:

Phone Number:

Referred by:

Waiver of Liability, Assumption of Risk and Indemnity Agreement

In consideration for being permitted to voluntarily use the facility and the **Float Pod** (the “**Equipment**”) and to participate in treatments or activities at Exoregen Wellness LLC (the “**Studio**”) at this location or any other location including any other mobile or pop-up location, I acknowledge that use of the facility and Equipment involves the risk of injury to my guests, and me, whether I or someone else causes it. I further understand that the specific risks and the contraindications vary from one activity, treatment or piece of Equipment to another and that the risks range from minor injuries to major injuries, including death. I nevertheless choose to request permission to voluntarily participate in treatments or activities at the Studio. I hereby waive all claims against the Studio and damages for personal injury or death that may occur as a result of my voluntary participation in treatments, activities or use of Equipment at the Studio.

In consideration of my participation in the activities, treatments and use of Equipment offered by the Studio, I understand, agree to and voluntarily accept such risks of injury and agree that the Studio, its officers, directors, owners, employees, volunteers, agents and independent contractors will not be liable for any such injury, including without limitation, personal, bodily, or mental injury, and loss or theft of any personal property, and economic loss or any damage to me, my spouse, my children and any unborn children, or my guests or relatives resulting from the active or passive negligence of the Studio or anyone on the Studio's behalf or anyone using the Studio's facilities whether related to treatments, activities, use of Equipment or not. My assumption of risk includes, without limitation, my use of any Equipment (mechanical or otherwise), ramps, entrances, sidewalk, restrooms, lobby area, or any Equipment on the Studio's premises. I understand and agree that this waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) my use of any and all Equipment or facilities which may malfunction or break, (b) the Studio's improper maintenance of any all Equipment or facilities, (c) The Studio's negligent supervision, including all activities and treatments, (d) the Studio's inadequate security or staffing, and (e) my slipping and/or falling while on the Studio's premises for any reason, including the Studio's negligent inspection or maintenance of its facility of Equipment.

I hereby con no warranty, representation or guarantee, or any other assurance or prediction of outcome has been made to me concerning the results of any treatments or use of Equipment and that I am fully aware of the risks and hazards connected with the use of Equipment, including the risk of physical injury or disability and/or death as the result of such use, and I am voluntarily participating in said Equipment usage, and entering the Studio to engage in such usage. I voluntarily assume full responsibility 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 an activity. I confirm that this consent is being given in advance of any treatment, is being given voluntarily and that the administration of the process, and possible adverse reactions, side effects or other possible complication associated with the treatment and use of the Equipment has been explained to me.

I understand that the Equipment is designed for possible fitness and appearance enhancing use only by persons in good general health. I have been advised by reading this form that if I suffer from any medical condition or illness whatsoever; I am not to use the Equipment without my doctor's written permission.

Float Pod use is not intended to treat or cure any disease or condition or take place of medical care or medications.

I understand that I take full responsibility for any willful or accidental damage I or my guests or my invitees may commit or cause while at the studio and I will pay immediate restitution to the owners for any and all damages.

Physical and mental conditions discussed herein and on exoregenwellness.com are representative of commonly known and studied applications and symptoms, but none of the treatments or pieces of Equipment are represented or guaranteed to diagnose or cure specific diseases, symptoms or conditions.

I confirm that I have received no medical advice from the Studio and the Studio employees are not medical professionals, I also understand, acknowledge and accept that it is possible that I may receive no beneficial results from my use of the Equipment.

By execution of this agreement, I hereby agree to indemnify and hold harmless the Studio and its affiliates, officers, owners, employees, agents, representatives, successors, and assigns from any and all loss, liability, damage or cost I may incur due to my presence at the Studio, participation in activities or treatments at the Studio or use of Equipment at the Studio. I further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be a broad and inclusive as permitted by law in the state of Michigan and that if any portion thereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

I acknowledge that I am good health, have carefully read and completed any questionnaires regarding any of the treatments to the best of my knowledge and have no physical condition expressed in any of the individual "Contraindications Acknowledgements" or any other conditions or concerns that would preclude me from participating in such activities.

CONTRAINDICATIONS & MEDICAL CONDITIONS

Your voluntarily use of the **Float Pod** acknowledges that you understand all potential risks and use the **Float Pod** at your own risk. If you have any of the following medical conditions you may not use the **Float Pod**. You acknowledge that you do not have any of the below listed conditions and if you do, you have consulted with your physician prior to the use of the **Float Pod**.

- Epileptic conditions
- Kidney Disease
- Communicable Diseases
- Open Wounds

PHYSICAL READINESS QUESTIONNAIRE

IF YOU ANSWER YES TO ANY OF THE ITEMS BELOW OR IF YOU HAVE SHAVED ANY BODY PARTS IN THE LAST 8 HOURS PLEASE STOP AND ALERT An ELEMENT TEAM MEMBER.

I hereby confirm that I am using the flotation equipment and facility at the Studio, at my own risk. I further understand that while using the flotation facilities I could fall due to slippery surfaces resulting in severe injury, paralysis, brain damage or death.

I hereby confirm and understand that Float Sessions can cause intense relaxation and it could influence motor skills and the ability to drive heavy machinery. Upon exiting the Float Pod equipment and Studio, I take all responsibility for my actions.

Check if **YES**:

___ Are you taking prescription medications?

___ If yes, have consulted your Doctor about Flotation Therapy and understand all possible associated risks in combination with your medication?

___ If not, do you understand all possible associated risks in combination with your medication?

___ Are you wearing a pacemaker or have a serious heart disease:

___ If yes, have you consulted your Doctor and understand all associated risks of Flotation Therapy in combination with your specific medical conditions?

___ Do you suffer from Epilepsy?

___ Do you suffer from psychotic attacks?

___ Do you suffer from respiratory or kidney disease?

___ Do you suffer from any communicable disease?

- ___ Are you under the influence of Drugs or Alcohol?
- ___ Do you have a history of ear infections OR alternatively understand all risks associated with Flotation Therapy and your condition?
- ___ Do you understand that the Float Pod contract?

DISCLAIMER & CLEANING FEE

In rare cases **Floatation and Float Pod** treatments causes nausea, vomiting, dizziness, and rashes. These could be signs of a kidney disorder and an inability to process magnesium, should these symptoms occur please stop use of the Float Pod and consult your Doctor.

I will pay a cleaning fee of \$500 on the day of the incident should I voluntarily or involuntarily contaminate the water in the Float Pod, requiring it to be replaced. **DO NOT FLOAT if you have recently had your hair colored or spray tan!** (Please note that women on their menstrual cycle must reschedule. There will be no late cancelation fee applied) *

This list and questionnaire above may not be all inclusive. If you have any health problem which you believe would preclude you from participating in **Float Pod** treatments, you should to consult with your treating physician before participating.

I ACKNOWLEDGE THT I HAVE CAREFULLY READ AND UNDERSTOOD, THE ABOVE INFORMATION INCLUDING THE CONTRAINDICATIONS AND MEDICAL CONDITIONS LISTED ABOVE AND COMPLETED THE PHYSICAL READINESS QUESTIONNAIRE TO THE BEST OF MY ABILITY AND THAT I DO NOT HAVE ANY OF THE CONDITIONS LISTED AND TO THE BEST OF MY KNOWLEDGE AM PHYSICALLY ABLE TO PARTICIPATE IN FLOATPOD SESSIONS. IF I DO HAVE ANY OF THE ABOVE MEDICAL CONDITIONS I HAVE CONSULTED WITH MY TREATING PHYSICIAN PRIOR TO PARTICIPATION IN HYDROTHERAPY ESSIONS AND CERTIFY THAT I HAVE BEEN CLEARED TO PARTICIPATE IN THIS ACTIVITY.

Signature: _____ Date: _____

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

***If under 18 years of age, adult parent or legal guardian must complete:**

Parent/legal Guardian Full Name:

Cell Phone:

Date of Birth:

Parent/Legal Guardian Signature: _____ **Date:** _____