



Name: \_\_\_\_\_ (First) (Middle Initial) (Last)

Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

D.O.B.: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Sex: M or F Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

How did you hear about AFS?  Google  Facebook  Groupon  Other \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone: \_\_\_\_\_

**Waiver of Liability, Release and Hold Harmless Agreement:**

- 1. In consideration for using the cryotherapy treatments/machines and or NormaTec (Equipment), I hereby release, waive, discharge in advance, and hold harmless Aqua Float and Cryo, Inc., its officers, servants, agents, employees and volunteers (hereinafter referred to as Aqua Float and Cryo) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, that may be sustained by me or any person by, through or under me, while using the equipment or due to the use of the Equipment or any related or ancillary product or service offered by Aqua Float and Cryo.
- 2. I hereby confirm that no warranty, representation or guarantee, or any other assurance or prediction of outcome has been made to me concerning the results of cryotherapy treatments and that I am fully aware of the risks and hazards connected with the use of the 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 above named premises 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 further hereby agree to indemnify and hold harmless Aqua Float and Cryo, Inc. from any loss, liability, damage or costs that I may incur due to the use of Equipment by me. 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.
- 3. It is my expressed intent that this Release and Hold Harmless Agreement shall bind me, my spouse and the members of my family and spouse, if I am not alive, and my heirs, assignees and personal representative, and shall be deemed as a release, waiver, and discharge of the above named releases. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of North Carolina and venue shall be exclusively in Wilmington, NC.
- 4. I understand that Aqua Float and Cryo, Inc., will not be responsible for any medical or incidental costs associated with any injury I may sustain due to the use of the Equipment and/or any of the facilities at the Aqua Float and Cryo, Inc., office.
- 5. 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. If I should faint due to excess nitrogen inhalation, I hold myself responsible for all injuries should I fall.
- 6. 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 Aqua Float and Cryo, Inc., office and I will pay immediate restitution to the owners for any and all damages.
- 7. Physical and mental conditions discussed herein and on www.aquafloatandcryo.com are representative of commonly known and studied applications and symptoms, but Whole Body Cryotherapy aka Cryosauna is not represented or guaranteed to diagnose or cure specific diseases, symptoms or conditions.
- 8. I confirm that I have received no medical advice from Aqua Float and Cryo, Inc., . I also understand, acknowledge and accept that it is possible that I may receive no beneficial results from my use of the Equipment.
- 9. In the event of any litigation arising out of the terms of this agreement, the prevailing party in such litigation shall be entitled to recover all reasonable attorney's fees and costs incurred against the nona prevailing party, including fees and costs incurred on appeal.
- 10. I understand that Whole Body Cryotherapy is generally thought to provide relaxation, stress reduction, relief of muscular tension, recovery from muscular tension, and recovery from surgery, illness or injury in some circumstances. I further understand that Whole Body 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.

My signature below constitutes my acknowledgment that (1) I have read, understand, and fully agree to the foregoing consent, (2) the proposed cryotherapy process has been satisfactorily explained to me as noted above 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 or any other location of Aqua Float and Cryo Inc., or a related company now and in the future. I have read the instructions for proper use of the facilities and cryosauna machine and do so at my own risk and hereby further release the owners, operators, franchisers, or manufacturers, from any damage or harm that I might incur due to use of the facilities.

In signing this release, I acknowledge and represent that I have read and fully understand the foregoing Waiver of Liability; Release and Hold Harmless Agreement, all Client Consent forms, and I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate, and complete consideration fully intending to be bound by same. I have also acknowledge that if anything in this agreement is not understood that I will consult with an attorney before signing this agreement.

Furthermore, I agree that I will comply with all instructions on the use of the cryotherapy device 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.

_____	_____	_____
Participant's Printed Name	Signature	Date
_____	_____	_____
If Participant is Under 18: Name of Parent or Legal Guardian	Signature	Date

**Safety Instructions for Whole Body Cryotherapy:**

- 1. You must wear cotton or wool socks and gloves provided by Cryotherapy Indy, (and underwear in men) to avoid chilblain.
- 2. Treatments are limited to 3 minutes per session. Overexposure to the cold temperatures may cause chilblain;
- 3. During treatment, you must avoid inhaling the nitrogen fumes; while non-toxic, they are devoid of oxygen and may cause fainting;
- 4. You may notify the attendant to end the procedure at any time if you experience any problems or anxiety;
- 5. Abnormal skin sensitivity to cold may be caused by certain foods, cosmetics, or medication, including but not limited to the following: Tranquilizers, High blood pressure medication;
- 6. A person who is less than (18) years of age may not use whole body cryotherapy without parental consent;
- 7. Do not touch any objects in the cryocabin with your unprotected skin.

\_\_\_\_\_ Initial

**Contraindications to using Whole Body Cryotherapy:**

Pregnancy, severe Hypertension (BP> 150/90), acute or recent myocardial infarction, unstable angina pectoris, arrhythmia, symptomatic cardiovascular disease, cardiac pacemaker, peripheral arterial occlusive disease, venous thrombosis, acute or recent cerebrovascular accident, uncontrolled seizures, Raynaud's Syndrome, cold, fever, tumor disease, symptomatic lung disorders, bleeding disorders, severe anemia, infection, claustrophobia, cold allergy, age less than 18 years (parental consent to treatment needed), acute kidney and urinary tract diseases., cold-induced asthma, open wound or sore (including teeth abscesses, hyperthyroidism, acute respiratory disease peripheral arterial disease (Fontaine Stages III & IV ), bacterial and viral skin infections, under the influence of drugs or alcohol, Heart attack which dates less then 6 months, Polyneuropathy, low white blood cell count.

\_\_\_\_\_ Initial

**Contraindications to using NormaTec:**

Acute pulmonary edema, acute thrombophlebitis, acute congestive cardiac failure, acute infections, Deep Vein Thrombosis, episodes of pulmonary embolism, wounds, lesions or tumor at or in the vicinity of application, where increased venous and lymphatic return is undesirable, bone fractures or dislocations at or in the vicinity of application.

\_\_\_\_\_ Initial

**Risks of Whole Body Cryotherapy:**

Fluctuations in blood pressure (due to peripheral vasoconstriction, blood pressure may briefly increase by up to 10 points systolically during treatment. This effect should reverse after the end of the procedure, as peripheral circulation returns to normal), allergic reaction to extreme cold (rare), claustrophobia, anxiety, frost bites, activation of some viral conditions (cold sores) etc. due to stimulation of the immune system or any unforeseen, known, or unknown risks.

\_\_\_\_\_ Initial

**Monthly Membership:**

I am aware that with a monthly membership, my credit card will automatically be charged on a monthly basis until request of termination. I understand that it is my responsibility to terminate my membership upon which charges for subsequent months will cease, and I am aware that there are no refunds or back pay of any lapsed and non used membership time when you terminate your membership. I am aware that Membership A floats can be shared only with my significant other whom I live with, and Membership B floats can only be shared with up to 4 family members within my household.

\_\_\_\_\_ Initial