

RELEASE AND WAIVER OF LIABILITY FORM

This Release and Waiver is entered into by and between \_\_\_\_\_ ("Provider") and the undersigned Client ("Client"), effective on the date written below. In consideration of Provider permitting Client to receive FIT Bodywrap® sessions ("FIT Bodywrap® session") at Provider, Client agrees as follows:

**(1) Representation of Ability to Participate.** Client represents that he or she is of legal age and in satisfactory physical condition and has no medical condition that would prevent Client from receiving a FIT Bodywrap® session. Client affirms he or she is properly hydrated and he or she has had the opportunity to inspect the facility, learn about the FIT Bodywrap® session, and ask any questions he or she may have regarding the FIT Bodywrap® session. Client affirms he or she has had the opportunity to consult his or her physician about any unique needs or restrictions Client may have prior to receiving a FIT Bodywrap® session. In the event of an accident, and at Client's sole expense, Client hereby authorizes medical transportation to a medical facility or hospital.

**(2) Acknowledgement and Assumption of Risks.** Client acknowledges he or she is aware a FIT Bodywrap® session involves an infrared heat body wrap and may require physical exertion that may be strenuous and may cause physical injury, including death, and Client acknowledges that he or she is fully aware of the risks and hazards involved. Client fully accepts and assumes all such risks and all responsibility for losses, costs, and damages that may result from a FIT Bodywrap® session.

**(3) Release.** Client hereby releases, acquits, covenants not to sue and therefore discharges Provider, its owners, officers, administrators, employees, instructors, and/or agents, as well the owners, distributors, manufacturers, wholesalers, and any other entity affiliated with FIT Bodywrap® (collectively "Released Parties") of and from any and all actions, and knowingly, voluntarily, and expressly waives any claim Client may have against the Released Parties for any injuries or damages (known or unknown), property damage or loss of any kind, including death, whether such injury, damage, loss, or death was caused by the alleged negligence of Provider, another client, or any other person or cause, which Client may sustain as a result of receiving a FIT Bodywrap® session.

**(4) Indemnification.** Client further voluntarily defends, indemnifies, and holds harmless the Released Parties from any and all liabilities or claims made as a result of or relating to Client receiving a FIT Bodywrap® session, including attorney's fees, for any accident, injury, illness, death, loss, damage to person or property, or other consequences suffered by Client or any other person arising or resulting directly or indirectly from Client receiving a FIT Bodywrap® session, whether such injury, death, loss, or damage was caused by the alleged negligence of Provider, another client, or any other person or cause.

**(5) Severability.** Client further expressly agrees that the foregoing Release and Waiver is intended to be as broad and inclusive as is permitted by the laws of the United States, and the state in which it is signed, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Client affirms he or she has been fully informed and understands the use of a FIT Bodywrap® session, has prepared for the FIT Bodywrap® session as indicated, and accepts personal responsibility for his or her session. **Client is aware that the results achieved by this FIT Bodywrap® session may vary from person to person, and Client acknowledges that no promises or guarantees have been made to Client as to the results of this session. Client understands Provider does not diagnose conditions or illnesses.**

This Release and Waiver is governed by the laws of the State of California, and exclusive jurisdiction shall be in San Diego County, California. This Release and Waiver shall be binding on the Client's assignees, heirs, next of kin, executors, and personal representatives.

**CLIENT FURTHER AFFIRMS THAT NONE OF THE CONTRAINDICATIONS LISTED ON THE REVERSE OF THIS FORM THAT PREVENT PARTICIPATION IN RECEIVING A FIT BODYWRAP® SESSION APPLY TO CLIENT.**

**CLIENT REPRESENTS THAT HE OR SHE HAS CAREFULLY READ AND UNDERSTOOD THE CONTENTS OF THIS RELEASE AND WAIVER. CLIENT IS EXECUTING THIS FORM VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

Client Signature \_\_\_\_\_ Date \_\_\_\_\_ Client Printed Name \_\_\_\_\_

**CONTRA-INDICATIONS FOR INFRARED BODY WRAP (PLEASE READ CAREFULLY AND CIRCLE ALL THAT APPLY)**

Cardiac Condition: Y / N	Constricted Coronary Blood Vessels: Y / N S	Hemophilia: Y / N
Heavy Menstruation: Y / N	kin Diseases: Y / N	Severe General Infection: Y / N
Hyper/Hypo Thyroid: Y / N	Artificial Joints: Y / N	Metal Pins or Rods: Y / N
Lupus Erythematosus: Y / N	High or Low Blood Pressure: Y / N	Kidneys Malfunctions: Y / N
Acute Joint Injury: Y / N	Contact Allergies: Y / N	Multiple Sclerosis: Y / N
Diabetes Requiring Insulin: Y / N	Implanted Silicone: Y / N	Pregnancy: Y / N
Adrenal Suppression: Y / N	Enclosed Infection (Dental, Joint): Y / N	Open Wounds: Y / N
Implanted Pacemaker: Y / N	Fever: Y / N	Varicose Veins: Y / N

Other (Please Describe): \_\_\_\_\_

Consult your doctor before receiving a FIT Bodywrap® session if you have received care for any of the above listed conditions in the Contra-Indications area. You should **NOT** receive a FIT Bodywrap® session if you suffer from any of the conditions described above or any other condition where the use of an infrared heat session is contraindicated or if you are under the legal age in your jurisdiction.

**IF YOU HAVE A HISTORY OF ANY OTHER MEDICAL CONDITION, OR YOU ARE TAKING PRESCRIPTION OR OVER THE COUNTER DRUGS, YOU SHOULD CONSULT YOUR PHYSICIAN BEFORE USING AN INFRARED BODY WRAP.**

Before, during, and after a FIT Bodywrap® session, it is imperative to stay hydrated by drinking plenty of fluids.

If any of the Contra-Indications apply to you, or you have a history of any other medical condition, or you are taking prescription or over the counter drugs, the section below must be signed by your physician prior to receiving a FIT Bodywrap® session.

Doctor's Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Doctor's Approval: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_