



## **FULL SPECTRUM INFRARED SAUNA WAIVER AND RELEASE**

**Name:**

**Phone:**

**Email:**

I, the undersigned, understand that by nature of JFPT Inc.'s consulting services, I can be provided sauna use on an appointment basis only (hereinafter "Service").

**1. Certification.** I understand that JFPT Inc. employees JASON FERINE, a certified physical therapist with a master's degree in Physical Therapy and a Bachelor of Arts Degree in Health Science, and does not dispense medical advice nor prescribe treatment. While the Service can be an important compliment to my medical care, I understand the Service is not a substitute for the diagnosis, treatment, or care of disease by a medical provider.

**2. Disclaimer.** I understand that if I am under the care of a health care professional, I should discuss the use of the Service with my doctor. I acknowledge that the care that I receive during the Service is separate from the care that I receive from any medical facility. I understand that I should continue regular medical supervision and care by my primary care physician.

**3. Caution.** The use of drugs, medication or alcohol prior to or during the sauna session may lead to dizziness or unconsciousness. Please consult your physician if you are in doubt of your ability to use the sauna for health reasons. No one under the age of 18 is permitted in the sauna unless accompanied by a supervising adult. Discontinue the use of the sauna if you feel light-headed, dizzy or heat exhausted. Sauna sessions should be limited to no more than 45 minutes and temperatures must stay below 150 Fahrenheit. Water bottles are not permitted in the sauna. Clients using any medications must consult a physician or pharmacist prior to the use of the sauna. Clients using any medications must consult a physician or pharmacist prior to use of the sauna. Pregnant women should consult their physician prior to the use of the sauna. Excessive body temperatures have a potential for causing fetal damage during the early days of pregnancy. For safety reasons, there is a weight limit of no more than 300 lbs. per person in order to utilize the sauna.

**4. Waiver and Release.** As such I, for myself my heirs, personal representatives or assigns release the JFPT, Inc., its employees, agents, affiliates, and subcontractors (hereinafter "JFPT Members") from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, which I ever had, now has or will have in the future against the JFPT Members, arising from my past or future participation in, or otherwise with respect to, the Service, unless arising from the gross negligence of the JFPT Members. I ACKNOWLEDGE AND VOLUNTARILY ASSUME THE RISK OF INJURY, ACCIDENT OR DEATH WHICH MAY ARISE FROM THE USE OF A FULL SPECTRUM INFRARED SAUNA, OR ANY OTHER PROGRAM, EVENT OR ACTIVITY. I AGREE JFPT MEMBERS WILL NOT BE LIABLE FOR DEATH OR ANY INJURY, INCLUDING, WITHOUT LIMITATION, PERSONAL, BODILY OR MENTAL INJURY, ECONOMIC LOSS OR ANY DAMAGE TO ME RESULTING FROM NEGLIGENCE, OTHER ACTS BY JFPT MEMBERS.

**5. Liability for Property Damage.** I understand that I am responsible for any and all damage to the infrared sauna unit belonging to JFPT caused by an act from myself. I will be responsible for repairing any damaged property and shall pay the costs therefor.

**6. Cancellation.** Late arrival of greater than 15 minutes may result in a shortened session or cancellation. It is our policy to reschedule any cancelled appointments at the time of your call. A cancellation without a 3 hour notice will result in loss of a session.

**7. Indemnification.** I understand that I shall defend and indemnify the JFPT Members from and against all third-party allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs) arising from my past or future participation in, or otherwise with respect to, the Service.

**8. Jurisdiction.** I understand that in the event that there ever arises a dispute between the JFPT Members and I, with respect to the Service provided pursuant to this agreement or otherwise pertaining to the relationship between the parties, we agree to have the dispute be governed by, construed in accordance with, and enforced under the laws of the State of California. Any legal action or proceeding arising out of or relating to this Agreement shall be brought in the Los Angeles Superior Court, and each party hereby expressly submits to the personal jurisdiction and venue of such court for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. The party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorney's fees.

**By signing below,** I am asserting that I have read this waiver and release agreement, that I fully understand its terms, and that I am voluntarily giving up substantial legal rights by signing. I also acknowledge that I have signed this waiver and release freely and voluntarily and without inducement, assurance or guarantee of any nature being made to me:

**Signature:**

**Date:**

**FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liability incidents to my minor child's involvement or participation on in these programs as provided above, to the fullest extent permitted by law.

**Name (Parent/Guardian if Minor):**

**Date:**