

PARENTAL/GUARDIAN CONSENT AND WAIVER OF LIABILITY FOR A MINOR

PARENT/ GUARDIAN INFO *(please print)*

NAME:		TODAY'S DATE:	
ADDRESS:			
CITY:	STATE:	ZIP:	
CELL PHONE:	EMAIL:		

PARTICIPANT / MINOR'S INFO *(please print)*

NAME:	DOB:	AGE:
SCHOOL:		GRADE LEVEL:
ADDRESS:		
CITY:	STATE:	ZIP:

LIABILITY AND MEDICAL RELEASE AND INDEMNIFICATION AGREEMENT

- I acknowledge, understand, and represent that my minor child has attained the legal age of eleven (11) years, and that all minors between the ages of eleven (11) and fifteen (15) years must be accompanied by a parent or Legal Guardian.

- I hereby waive any and all claims and damages for personal injury or death, which may occur as a result of my participation. I understand and agree that: 1. This release is intended to discharge in advance Frozen in Time Cryotherapy Center LLC, its officers, officials, employees, agents and volunteers from and against all liability arising out of or connected in any way with my participation in these activities; 2. Participation may involve risk of serious injury, illness, disability or death and may result not only as a result of my actions, negligence or inaction, but also from the action, negligence or inaction of others, including their owners, officers, officials, employees, or volunteers and may result from the conditions of the facilities, equipment, or areas where such activities are being conducted; 3. Knowing the risks involved and the contraindications related, I nevertheless chose voluntarily to request permission for said minor child to participate; 4. I will indemnify and hold harmless f, its owners, officers, officials, employees and volunteers from any loss, liability, damage, cost or expense, including litigation of any form, arising out of or connected in any manner with my and/or said minor child's participation in such activities; 5. Minor child is in good health and has no physical condition expressed in the 'Contraindications' or otherwise which would preclude him/her from safely participating in such activities; 6. I understand and agree that this release is intended to be as broad and inclusive as permitted under the law of the State in which it is executed and that if any portion of this Hold Harmless, Release and Indemnification Agreement should be determined to be invalid, it is my intent that the remaining provisions shall

continue in full force and effect. I/We acknowledge that participation in any services are completely voluntary and at My/Our request. We have completely read and understand each and every provision of the Contraindications, Waiver, Hold Harmless, Indemnifications conditions and the processes have been explained thoroughly to me. I have been given the opportunity to ask questions and my questions have been answered to my satisfaction.

Your child may have other conditions that make our services inappropriate. Consult with their doctor or medical advisor if you have questions as to whether cryotherapy is right for them.

WAIVER AND RELEASE: 1. This is a release of liability and a waiver of certain legal rights. 2. By signing this agreement you: I. Acknowledge that use of cryotherapy involves risk of bodily injury, illness, disability, or death, which may be compounded by negligent emergency response of the attendant. You acknowledge that you are voluntarily allowing your child to participate in cryotherapy and/or other non-cryotherapy services with knowledge of the dangers involved and accept and assume all risks and injury, illness, disability, or death, whether caused by the condition of the facilities or equipment or the negligence of the attendant or otherwise. You acknowledge that frostbite is a specific risk that you assume. II. Expressly waive and release any and all claims against Mobile Cryotherapy and its members, directors, employees, agents, affiliates, successors and assigns (which are collectively referred to as "the Company"), arising out of or attributable to your use of cryotherapy and/or other non-cryotherapy services, other than may arise from the gross negligence or intentional misconduct of the Company. You covenant not to assert any such claims against the Company, and forever release and discharge the Company from liability for any such claims. III. Indemnify and hold harmless the Company from any loss, liability, damage, cost or expense arising out of or connected in any manner with your use cryotherapy and/or other non-cryotherapy services, except as may arise from the gross negligence or willful misconduct of the Company. IV. Agree that this waiver and release is intended to be as broad and inclusive as permitted under law. You specifically acknowledge and agree that this agreement is not intended to be a general release subject to limitations and conditions that would otherwise apply under applicable state law and additionally agree to waive all general release limitations provided by applicable law.

GENERAL PROVISIONS: 1. This agreement shall be construed and interpreted as broadly as possible under the applicable law of the jurisdiction in which you use cryotherapy and/or other non-cryotherapy services, with the words, terms, provisions, covenants, and remedies contained in this agreement to be enforceable to the fullest extent permitted by applicable law. Page 4 Mobile Cryotherapy Minor Consent Form 2. If any portion of this agreement is held invalid, the remainder shall not be affected and shall continue in full legal force and effect. 3. The terms of this agreement shall continue from this date forever and shall apply to each use by you of cryotherapy and/or other non-cryotherapy services without the need for you to resign this agreement. 4. This document constitutes the entire agreement regarding the use of cryotherapy and/or other non-cryotherapy services and supersedes all prior discussions and representations about the use, benefits or risks of cryotherapy and/or other non-cryotherapy services. You may have other conditions that make cryotherapy inappropriate. Consult with your Doctor or Medical Advisor if you have questions as to whether cryotherapy is right for your child.

Having been fully informed, I hereby give my Parental or Guardian Consent for my minor child to participate in localized cryotherapy treatments.

SIGNATURE CONSENT: By signing this form, you and the minor agree that you have read and understand the terms and conditions laid out in this agreement with the Company. You also agree that you are at least 18 years old and of sound mind.

MINOR'S NAME: <i>(please print)</i>
PARENT / GUARDIAN NAME: <i>(please print)</i>
PARENT / GUARDIAN SIGNATURE:
DATE SIGNED: