



PERSONAL INFORMATION:

Today's Date: _____	Date of Birth: _____
First Name: _____	Last Name: _____
Address: _____	City: _____
Zip: _____	State: _____
Phone: _____	Email: _____
What is your primary objective for participating in cryotherapy?	
What is your secondary objective for participating in cryotherapy?	

CONTRAINDICATIONS:

Below is a list of the absolute "Contraindications" that will preclude you from participating in cryotherapy. This list may not be all inclusive, as you may have other health conditions that make cryotherapy inappropriate for you. Consult with your doctor or medical advisor if you have any questions as to whether cryotherapy is right for you.

- Untreated high blood pressure
- Heart attack (within previous 6 months) or conditions related to heart surgery
- Congestive heart failure, COPD, chronic liver disease
- Unstable Angina Pectoris (chest pain)
- Pacemaker, Valvular or Ischemic Heart Disease
- Peripheral Arterial Occlusive Disease
- Deep Vein Thrombosis (DVT) or known circulatory dysfunction
- Acute febrile illness (such as flu)
- Acute kidney and urinary tract diseases
- Severe Anemia
- Cold Allergenic Phenomenon (known allergy to cold contactants)
- Uncontrolled seizure disorders
- Bacterial and viral infections of the skin, wound healing disorders (open sores or discharging wound/skin conditions)
- Alcohol or drug related inebriation
- Advanced Raynaud's Disease
- Polyneuropathies
- Pregnancy
- Vasculitis
- Hyperhidrosis (heavy perspiration)
- Uncontrolled Diabetes
- A history of syncope/fainting/passing out

WAIVER OF LIABILITY, MEDICAL RELEASE AND INDEMNIFICATION AGREEMENT

****PLEASE READ CAREFULLY BEFORE SIGNING****

By signing this Waiver of Liability and Medical Release and Indemnification Agreement (this "Agreement"), and in consideration of being able to participate in cryotherapy at [insert business name], a ChillRx™ franchised business, located at [insert address] (the "Facility"), I hereby agree and certify to ChillRx Franchising, LLC (the "Franchisor") and [Strong Core LLC] ("Chill of Westfield NJ") as follows:

1. OPERATION BY FRANCHISEE. I understand that Chill of Westfield NJ is a licensed franchisee of the Franchisor, and that the Franchisor does not own or operate the Facility. The Facility is owned and operated solely by Chill of Westfield NJ.
2. PHYSICAL CAPABILITY. By signing this Agreement, I confirm that I am in good health, I do not have any of the Contraindications identified above, and I am not aware of any reason (medical, physical or otherwise) why I should not participate in cryotherapy. I understand that abnormal skin sensitivity to cold may be caused by certain foods, cosmetics, or medication, including but not limited to tranquilizers or blood pressure medication.
3. OVERVIEW OF CRYOTHERAPY SESSION AND USE OF EQUIPMENT. I understand that participation in a cryotherapy session involves exposure to extreme cold temperature for a short period of time (not to exceed three (3) minutes per session). I understand that a cryotherapy chamber technician (the "Technician") will be present during my entire session and that I may not use any cryotherapy equipment without the Technician present. I agree to follow all instructions given to me by the Technician and to adhere to all of the rules and regulations prescribed by Chill of Westfield NJ from time to time. I understand that if I feel light-headed at any point during a cryotherapy session, I must notify the Technician immediately. I understand that if I experience any pain or physical discomfort at any point during a session, I am advised to terminate the session immediately and step out of the cryotherapy machine. When in the cryotherapy machine, I will avoid touching the sides of the machine and inhaling any vapor. I acknowledge and agree that the cryotherapy process and all of the risks of participating in a cryotherapy session have sufficiently explained to me.
4. ATTIRE DURING CRYOTHERAPY SESSION. During each cryotherapy session, I agree to wear the cotton socks, gloves and leather clogs provided by Chill of Westfield NJ. I understand that all metal from the exterior of my body shall be removed prior to a cryotherapy session, including all large earrings, necklaces, bracelets, rings, body piercings, etc., and that any clothing that I wear during any such session must be completely dry. I understand that no lotions, oils, perfumes or any alcohol based products should be used prior to a cryotherapy session, and that if exercise before a cryotherapy session, I must be completely dry before entering the cryotherapy machine.
5. NO REPRESENTATIONS. I understand that no representations or claims are made as to the therapeutic nature or other benefits of cryotherapy, and that cryotherapy is not intended to diagnose, treat, cure or prevent diseases, illnesses, imbalances or disorders. No results from participating in cryotherapy are guaranteed.
6. ASSUMPTION OF RISK; WAIVER OF LIABILITY. I acknowledge that Chill of Westfield NJ has urged me to obtain a physical examination from my physician or medical provider prior to participating in cryotherapy. I further acknowledge that my participation in a cryotherapy session and my use of the cryotherapy equipment and the facilities at Chill of Westfield NJ involve risk of injury to me, inclusive of major injury, disability and death, and I understand and voluntarily accept full responsibility for the risk of injury, disability, death or other loss arising out of or related to my participation in a cryotherapy session and my use of the cryotherapy equipment and the facilities at Chill of Westfield NJ, however caused. In consideration of my participation in a cryotherapy session and my use of the cryotherapy equipment and the facilities at Chill of Westfield NJ, and in recognition of the possible dangers connected with such activities, I hereby knowingly and voluntarily waive any right or cause of action of any kind whatsoever that could arise as the result thereof. I further understand and acknowledge that Chill of Westfield NJ does not manufacture any equipment or products available at Chill of Westfield NJ, but rather leases or

purchases such equipment and products, and, therefore, I agree that neither Chill of Westfield NJ, nor the Franchisor, nor any of the other Released Parties (as defined below), shall be held liable for any defects in such equipment or products.

7. INDEMNIFICATION; WAIVER AND RELEASE OF LIABILITY. I HEREBY AGREE THAT CHILL of Westfield NJ AND THE FRANCHISOR, AND EACH OF THEIR AGENTS, EMPLOYEES, OWNERS, MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, SHAREHOLDERS, INDEPENDENT CONTRACTORS, PARENTS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, THE "RELEASED PARTIES"), WILL NOT BE LIABLE FOR: (A) ANY INJURY TO ME, INCLUDING, WITHOUT LIMITATION, PERSONAL, BODILY, OR MENTAL INJURY, DISABILITY, DEATH, ECONOMIC LOSS OR ANY DAMAGE TO ME RESULTING FROM THE ACTIVE OR PASSIVE NEGLIGENT CONDUCT OR OMISSION OF CHILL of Westfield NJ, THE FRANCHISOR OR ANY OF THE OTHER RELEASED PARTIES, WHETHER OR NOT RELATED TO MY PARTICIPATION IN A CRYOTHERAPY SESSION OR MY USE OF THE CRYOTHERAPY EQUIPMENT OR THE FACILITY, OR (B) ANY LOSS OF PROPERTY OR PROPERTY DAMAGE, INCLUDING ANY LOSS OR DAMAGE RESULTING FROM THE ACTIVE OR PASSIVE NEGLIGENT CONDUCT OR OMISSION OF CHILL of Westfield NJ, THE FRANCHISOR OR ANY OF THE OTHER RELEASED PARTIES. TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY FOREVER WAIVE, RELEASE AND DISCHARGE CHILL of Westfield NJ, THE FRANCHISOR OR EACH OF THE OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, INJURIES, DAMAGES, ACTIONS OR CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR RELATED TO MY PARTICIPATION IN A CRYOTHERAPY SESSION OR MY USE OF THE CRYOTHERAPY EQUIPMENT OR THE FACILITY (COLLECTIVELY, THE "CLAIMS"), AND HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS CHILL of Westfield NJ, THE FRANCHISOR AND EACH OF THE OTHER RELEASED PARTIES FROM AND AGAINST ALL SUCH CLAIMS. I HEREBY WAIVE, RELEASE AND DISCHARGE ANY RIGHTS THAT I MAY OTHERWISE HAVE TO SUE CHILL of Westfield NJ, THE FRANCHISOR OR ANY OF THE OTHER RELEASED PARTIES. I have read and fully understand the foregoing waiver and release of liability and my indemnification obligations as set forth herein. I understand the legal consequences of the waiver and release, as a full release of liability for injury, loss of property and/or property damage, and am fully aware that I have given up substantial rights by signing this Agreement. I agree that this Agreement, including this Section 7, cannot be modified orally. I acknowledge and agree that I am signing this Agreement voluntarily without any inducement, assurance, or guarantee being made to me by Chill of Westfield NJ and/or any person or entity on its behalf, and that I intend for my signature on this Agreement to operate as a complete and unconditional release of all liability to the greatest extent allowed by the laws of the State of [New Jersey].
8. BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER; DISPUTE RESOLUTION. As used in this contract, "Dispute" means any dispute, claim, demand, action, proceeding, or other controversy between me and Chill of Westfield NJ, me and the Franchisor, and/or me and any of the other Released Parties, arising out of, relating to, or concerning this Agreement, my participation in a cryotherapy session, and/or my use of the cryotherapy equipment and/or the Facility, whether based in contract, warranty, tort (including, without limitation, fraud, misrepresentation, fraudulent inducement, concealment, omission, negligence, conversion, trespass, strict liability, and product liability), state or federal statute (including, without limitation, consumer protection and unfair competition statutes), regulation, ordinance, or any other legal or equitable basis or theory. "Dispute" will be given the broadest possible meaning allowable under law. INFORMAL NEGOTIATION OF DISPUTES. Chill of Westfield NJ and I agree to attempt in good faith to resolve any Dispute before commencing arbitration. Unless Chill of Westfield NJ and I otherwise agree in writing, the time for informal negotiation will be sixty (60) days from the date on which Chill of Westfield NJ or I mails a notice of the Dispute ("Notice of Dispute") as specified below. Chill of Westfield NJ and I agree that neither will commence arbitration before the end of the time for informal negotiation. NOTICE OF DISPUTE. If I give a Notice of Dispute to Chill of Westfield NJ, I must send such notice to Chill of Westfield NJ by Certified Mail at the following address: 327 South Avenue West Westfield, NJ 07090, which Notice of Dispute shall contain a written statement setting forth: (a) my name, address, and contact information; (b) the facts giving rise to the Dispute; and (c) the relief I am seeking. BINDING ARBITRATION. Chill of Westfield NJ and I agree that in the event that any Dispute is not resolved by informal negotiation as set forth above, any effort to resolve the Dispute will be conducted exclusively by binding arbitration. I understand and acknowledge that, by agreeing to binding arbitration, I

am giving up the right to litigate (or participate in litigation as a party or class member) any Dispute in a court before a judge or jury. Instead, I understand and agree that all Disputes will be resolved before a neutral arbitrator, whose decision will be binding and final, except for a limited right of appeal under the United States Arbitration Act (9 U.S.C. §§ 1, et. seq.). Any court with jurisdiction over the parties may enforce the arbitrator's award. Neither an arbitrator nor the court can award either party any indirect, special, incidental, consequential or punitive damages, even if one party told the other party that they might suffer these damages. CLASS ACTION WAIVER. Chill of Westfield NJ and I agree that any proceedings to resolve or litigate any Dispute, whether in arbitration, in court, or otherwise, will be conducted solely on an individual basis, and that neither Chill of Westfield NJ nor I will seek to have any Dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which Chill of Westfield NJ or I acts or proposes to act in a representative capacity. Chill of Westfield NJ and I further agree that no arbitration or proceeding will be joined, consolidated, or combined with another arbitration or proceeding without the prior written consent of Chill of Westfield NJ and all other parties to any such arbitration or proceeding. Nothing in this clause limits Chill of Westfield NJ from seeking injunctive relief from a court of competent jurisdiction in aid of arbitration.

9. GOVERNING LAW; JURISDICTION; VENUE. Except to the extent governed by the United States Arbitration Act (9 U.S.C. §§ 1, et. seq.), this Agreement shall be governed by, and interpreted and construed under, the laws of the State of New Jersey, which laws shall prevail in the event of any conflict of law. In the event that the arbitration clause set forth above is inapplicable or unenforceable, and subject to Chill of Westfield NJ's right to obtain injunctive relief in any court of competent jurisdiction, the following provision shall govern: Chill of Westfield NJ and I expressly agree that the [Superior Court of the State of New Jersey] shall be the exclusive venue and exclusive proper forum in which to adjudicate any case, dispute or controversy arising out of or related to this Agreement, my participation in a cryotherapy session, and/or my use of the cryotherapy equipment and the Facilities. Without limiting the generality of the foregoing, the parties waive all questions of jurisdiction or venue for the purpose of carrying out this provision. If any clause or provision set forth in this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision of this Agreement, which shall remain in full force and effect. In any successful action by Chill of Westfield NJ to enforce this contract, Chill of Westfield NJ shall be entitled to recover all reasonable attorney's fees and expenses incurred by it in such action.
10. ENTIRE AGREEMENT; SEVERABILITY. I hereby acknowledge that neither Chill of Westfield NJ, nor the Franchisor, nor any other person or entity, has made any written or oral representations, promises, or warranties that I have relied upon in entering into this Agreement, except as expressly set forth herein. This agreement contains the entire agreement between Chill of Westfield NJ and I, and replaces and supersedes any and all prior and/or written agreements. The terms of this Agreement shall continue from this date forward and shall apply each time I participate in a cryotherapy session at Chill of Westfield NJ, without the need for me to re-execute this Agreement. If any portion of this Agreement is held invalid, the remainder shall not be affected and shall continue in full legal force and effect.

IN SIGNING THIS AGREEMENT, I acknowledge and agree that I have completely read this Agreement and understand each and every provision of this Agreement has been satisfactorily explained to me, that I am at least eighteen (18) years of age and fully competent, and that I am executing this Agreement voluntarily and on my own free will.

Client Name: _____

Client Signature: _____

Date: _____