



LumiVibes Wellness Recharge Outings Waiver

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OVERVIEW

Purpose of the waiver: This waiver is designed to inform you of the nature, benefits, and potential risks of participating in services with LumiVibes Wellness, LLC. By registering, you acknowledge that you understand the risks, that participation is voluntary, and that you are assuming responsibility for your own health and safety while using these services. The waiver also serves to release LumiVibes Wellness, LLC, its staff, and affiliates from liability for any injuries, reactions, or outcomes that may result from participation.

What to bring/prepare: For your comfort and safety, please wear lightweight, dry, and breathable clothing free of lotions, oils, or heavy fragrances before your session. Remove all jewelry and metal accessories prior to treatment. Stay well-hydrated before and after your appointment, and notify staff immediately if you feel unwell, dizzy, or uncomfortable at any point. Always follow the guidance of your wellness provider to ensure a safe and restorative experience.

Important reminders: check with your doctor if you are unsure whether you should participate in natural restorative therapies like infrared/red light, cryotherapy, halotherapy, massages, or fitness activities. Don't use services if contradictions apply.

Contact info: If you have any questions regarding this form before signing please reach out to us at 404-921-8013 or letsvibe@lumivibeswellness.com

ACKNOWLEDGEMENT OF SERVICES

By registering, you confirm that you understand and are in complete agreement with the guidelines LumiVibes Wellness, LLC requires to finalize your participation in Activities offered. LumiVibes Wellness reserves the right to alter or modify the below terms and conditions from time to time. Your acknowledgement above constitutes your agreement to any and all terms changed, modified or altered. Any concern or challenges you have must be addressed prior to signing and returning this contract to LumiVibes Wellness. It is in your best interest to view our website [enter website] periodically for the latest terms and conditions. We look forward to providing you with the ultimate restorative experience at LumiVibes Wellness.

I understand that the services provided at **LumiVibes Wellness, LLC** (including but not limited to body treatments, massage therapy, meditation, movement sessions, lifestyle coaching, and wellness classes) are intended to promote relaxation, stress reduction, and general well-being.

I acknowledge that these services **are not a substitute for medical examination, diagnosis, or treatment** and should not be considered medical care.



LIABILITY WAIVER AND RELEASE

Each individual (participant(s), also referred to as I or me) participating in services and/or activities known as natural restorative therapies (Activity/Activities), which is organized or operated by LumiVibes Wellness, LLC (Company) or its affiliates or subsidiaries, must read and sign this Liability Waiver and Release (Agreement). Parents or legal guardians must also read and sign this Agreement for participants under the age of 12. In consideration for being allowed to participate in the Activity, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I (and my parent or legal guardian) agree as follows:

1. Voluntary Participation: I understand that my participation in the Activity with LumiVibes Wellness, LLC is strictly voluntary and entirely at my own risk. I acknowledge that no warranties or representations were made to me by its management to induce me to participate and my consent to the terms set forth in this Agreement is material inducement for Company to allow me to participate in the Activity, and Company would not do so in the absence of my consent as evidenced by my signature below.

2. Assumptions of Risk: I am aware of the risks associated with participating in the Activity, and voluntarily assume all risks, either known or unknown to myself and any of my guests and/or invitees, of participation in the Activity. I understand that participation in Activities carries some risk as listed within each Activity disclosure below. Additionally, if activities include massage or movement-based practices risks include but not limited to:

- Temporary soreness, bruising, or fatigue from massage or bodywork
- Allergic reactions to oils, lotions, or other products
- Minor injuries related to stretching, movement-based practices

3. Release of Liability: On behalf of myself and my successors, assigns, heirs, devisees, estate, and executors (collectively, Successors), and to the fullest extent permitted by law, I unconditionally and forever release, waive, covenant not to sue, agree to hold harmless, and discharge Company and its affiliates and subsidiaries, along with each of their officers, directors, employees, agents, and contractors (collectively, Released Parties), from all claims, judgments, costs, damages, losses, expenses, and liabilities, whether arising under a theory of contract, warranty, negligence, strict liability, product liability, or any other theory, relating to any claim I may have now or in the future with respect to any death, disability, personal injury, property damage, property theft, pecuniary or other loss, damage, cost, or expense, including reasonable attorney's fees (collectively, Damages), that may be suffered by me or any third party as a result of the Activity, any use by Company of my name, visual likeness, or biographical data, or in connection with my acceptance of, participation in, or inability to participate in the Activity, even if the Damages are caused solely by the recklessness, negligence, or fault of one or more Released Parties (collectively, Released Claims). I specifically understand that Company and Released Parties are not insurers of my conduct, and I agree that this Agreement will prevent me and my Successors from bringing a lawsuit, claim, or other action against Company and Released Parties and from recovering any money damages, or other legal relief from Company and Released Parties in connection with any



claims for Damages related to the Released Claims.

4. **Indemnification for Minor:** My parent or legal guardian, by the signature below, agrees to indemnify, defend, and hold harmless Company and Released Parties from and against all claims, costs, losses, damages, and expenses (including reasonable attorney's fees) incurred by Company and Released Parties arising out of or in connection with any Released Claims.

5. **Consent to Medical Treatment:** I consent to receive medical treatment which may be deemed advisable in the event of injury, accident, or illnesses during my participation in the Activity. I agree to pay for all costs related to medical response, treatment, and transport on my behalf.

6. **Physical Fitness; Physician Consultation:** I understand that Company recommends that I consult with a physician prior to participating in the Activity. I declare that I am physically sound and do not suffer from any condition, impairment, disease, infirmity, or other illness that would prevent or impair my participation in the Activity. I certify that I am not under the influence of any narcotic, alcohol, or other drug that may impair my understanding or judgment and that I will not be so impaired at any time during the Activity. I further acknowledge that I have been informed of the recommendation for a physician's approval prior to my voluntary participation in the Activity, and that I have either had a physical examination and have received my physician's permission to participate, or that I have decided to participate without the approval of my physician and assume all responsibility for my actions and physical conditions arising from any participation in the Activity.

7. **Damage Caused by Participant:** If any damage to equipment or facilities where the Activity occurs is a result of my willful actions, neglect, or recklessness, I agree to be held liable for all costs associated with the damage.

8. **General Conditions:** This Agreement should be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. If any court of law finds any provision of this Agreement to be unenforceable in any respect, it is my intention and understanding that the court will nonetheless enforce this Agreement to the maximum legal extent. To the extent permitted by applicable law, I waive the benefit of any provisions of any statute or other law that might adversely affect the rights of Company or Released Parties under this Agreement. This Agreement is governed by the laws of Georgia, without reference to its choice of law rules. I irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located at Cobb County Georgia, with respect to any Released Claims, and I agree not to commence or prosecute any claim in any other court or jurisdiction.



9. Acceptance by Participant: I affirm (and my parent or legal guardian also affirms) that I am freely signing this Agreement as an acceptance of the terms and conditions of this Agreement. I certify that I have read this Agreement, that I fully understand its content, and that this Agreement cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

10. Medical Disclosure and Advice: Participant acknowledges that the Company does not evaluate or diagnose my health and I have received medical clearance prior to engaging in Activities. Participants acknowledge that any services offered by the Company are not intended as a substitute for advice from their physician, physical therapist, or other healthcare professional. Participants should not use services offered by the Company for diagnosis or treatment of any health problem or for prescription of any therapy or other treatment. Participants should always speak with their physician or other healthcare professional before starting any diet or exercise program or before adopting any treatment for a health problem, or a suspected health problem of any kind. Participant acknowledges disclosure to any relevant medical history related to Activity. Company assumes no responsibility for clients choosing to treat themselves.

11. Products & Services Disclosure: All products and services provided by LumiVibes Wellness, including written information, labels, brochures/flyers, and information provided orally or in any other medium of communication have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure or prevent any disease. For all your health concerns, please consult an appropriately licensed healthcare practitioner.

12. Service Information: The information contained both herein and on our website is designed to disseminate general information. It is not intended to give medical or pharmacological advice, and as such, should not be relied upon as a substitute for professional medical advice. I understand and acknowledge that by entering the premises and participating in any of the services offered by LumiVibes Wellness, I am complying to the following.

ADVISEMENT OF SERVICES

Halotherapy

1. I have been advised of the following possible side effects: Dry or itchy throat, nasal drip, and increased coughing in the beginning. This is a natural part of the cleaning process of the respiratory system, during which pollution, accumulated over time, and now loosened up by the salt, is expelled from even the deepest regions of the lungs. Such side effects should cease with removal of pollution and pathogens.
2. The use of Halotherapy treatment at LumiVibes Wellness has not been evaluated by the Food and Drug Administration or any other agency;
3. The use of Halotherapy is not intended to substitute for medical care or treatment. Do not stop medication without first consulting with your doctor or medical professional. Halotherapy is NOT a substitute for any conventional medication. The information contained herein is not intended to cover all possible uses, directions, precautions,



warnings, drug interactions, allergic reactions, or adverse effects. If you have any questions about Halotherapy or possible contradictions, please consult with your physician or health professional.

4. I have been advised that the use of Halotherapy should be avoided if I or my guest experience any of the following and should be advised by a doctor/physician for guidance.

- Active Tuberculosis, fever, acute inflammatory disease, contagious conditions, severe/unstable heart disorders, stage 3 COPD, cardiac insufficiency, intoxication, spitting up blood, uncontrolled blood pressure, severe kidney disease, any internal disease in acute state, require oxygen
- Please consult your doctor during pregnancy prior to use of Halotherapy.
- Please consult your pediatrician when administering halotherapy to children

Infrared Sauna Therapy

1. I have been advised and acknowledge that while generally safe, there are potential risks such as dehydration, dizziness, overheating, skin sensitivity, or temporary discomfort while using infrared/red light therapy.
2. I acknowledge that outcomes of treatments vary and no guaranteed results are promised.
3. I have been advised to consult my physician before use, especially if I have conditions like heart disease, high blood pressure, pregnancy, or are on certain medications.
4. Conditions and situations where use is not advised are pregnancy, pacemakers, implanted medical devices, recent surgery, open wounds, or photosensitive disorders.
5. I confirm that I am responsible for my own health decisions

Cryotherapy

1. I have been advised and acknowledge that while generally safe, there are potential side effects from use of cryotherapy: redness, tingling, numbness, frostbite risk, skin irritation, or temporary discomfort.
2. I acknowledge that results and responses from treatments vary by individual.
3. I have been advised to consult my physician before use, especially if I have conditions such as poor circulation, unmanaged high blood pressure, diabetes-related neuropathy, Raynaud's disease or cardiovascular issues.
4. Conditions where cryotherapy is not recommended are pregnancy, severe cold allergy, recent surgery, open wounds, uncontrolled thyroid conditions, or implanted devices in the treatment area.

I acknowledge that I have read and understood this waiver, have had a chance to ask questions, and voluntarily consent to treatments offered by the Company.