

Harmony & Health Wellness Center

1521 Old Hwy 135 NW / Corydon, IN 47112
812-738-5433

WAIVER AND RELEASE OF LIABILITY

I, _____ (hereinafter referred to as "Client") desire to use the facilities of Harmony & Health Wellness Center (hereinafter referred to as the "Center"), located at 1521 Old Hwy 135 NW, Corydon, IN. 47112, and in consideration for using the Center and its related services, Client agrees to hereby release Harmony & Health, Inc. and its officers, owners, employees, contractors, insurance companies, affiliates, landlords, lessors, and/or its successors from all actions, causes of actions, suits, claims, liability, damages and demands of any kind, whether direct, indirect, special, exemplary or consequential, including interest thereon (the claims) which may occur as a result of any injury including death sustained by myself or others resulting from the use of, engagement in, participation in, and/or the receipt of any and all classes, services, activities, facility use, and/or therapies held in and around Harmony & Health Wellness Center.

I assume full responsibility for myself and any of my children, guests or invitees, and release any and all claims as set forth above as if fully set forth herein, while participating in one or all of the following amenities/therapies/rooms/classes held at Harmony & Health Wellness Center:

- Cold Plunge (cold water immersion cryotherapy)
- Infra-red sauna and/or Red Light/Near Infrared light
- Halotherapy salt room
- Showers & Exercise facilities
- Aerial Yoga, classes, and consultations

All therapies listed above should be avoided for the following reasons:

During the acute phase of any illness, if you are contagious or are experiencing a fever, acute active tuberculosis, COPD, severe kidney or liver issues, uncontrolled blood pressure, hemoptysis, or alcohol and drug intoxication. 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 questions about your current condition and the use of these therapies, consult with your doctor before proceeding.

I acknowledge and affirm that I am in good physical condition, including the absence of any skin conditions, that may react or be a concern with using the therapies/facilities at Harmony & Health Wellness Center.

I further acknowledge that there are potentially dangerous conditions that are present at the Center, including without limitation, heavy equipment, extreme heat, extreme cold, humidity, slippery surfaces and floors, including the presence of water, soap, and oils, and purifying agents.

I acknowledge that I will be engaging in activities that may involve risk of serious injury, including permanent disability and death, in which severe social and economic losses may result not only from my own actions, inactions, or negligence, but from the action, inaction, or negligence of others, the condition of the equipment and/or the facilities, and/or other risks that may not be known to Client at this time.

As further consideration for the privilege to use the Center and its related services, Client agrees that neither he/she, nor spouse, heirs, guardians, or legal representatives, will make any claim against the Center or any of its officers, employees, insurance companies, affiliates, landlords, lessors, and/or its successors, in interest for any injury, property loss, and/or damages resulting from Client's presence and use of the Center and its related services, including use of the parking lot.

Client further agrees to indemnify and hold the Center, and its officers, agents, owners, employees, contractors, insurance companies, affiliates, landlords, lessors and/or any of its affiliates and/or its successors in interest, harmless from all claims, that may result from my use of the Center and its related services.

These therapies are an alternative, holistic approach to better health and have not been evaluated by the FDA or any other agency.

In the event medical treatment is required, I give my permission to the staff to secure the services of Emergency Medical Technicians (EMT) and/or a licensed physician to provide the necessary treatment. I also give my permission to staff to assist myself/child/guest until Emergency Medical Technicians or licensed medical practitioners arrive.

Harmony & Health Wellness Center reserves the right to modify these terms and conditions as required. Your acknowledgement below constitutes your agreement to any and all terms changed, modified or altered. It is incumbent upon you to view our most current terms and conditions periodically on our website, www.harmony4health.com.

I acknowledge that the Center has the right to refuse service and the use of the facilities to any person whose conduct is offensive, inappropriate, or a disturbance to other clients, guests, or employees, and that any such conduct may result in the client's expulsion and termination of the use of the Center and its services, without refund of moneys advanced for such use/services.

The Center retains the rights to photographs or media of participants to be used for publicity, social media, or advertising and I give permission for myself /my child to be photographed or videoed.

LIMITATION OF LIABILITY:

YOU AGREE THAT NEITHER HARMONY & HEALTH WELLNESS CENTER, NOR ANY PERSON ASSOCIATED WITH HARMONY & HEALTH WELLNESS CENTER, SHALL BE LIABLE FOR ANY DAMAGES RESULTING FROM YOUR USE OF ANY AND ALL THERAPIES/CLASSES/FACILITIES. THIS LIMIT OF LIABILITY COVERS HARMONY & HEALTH WELLNESS CENTER, ITS EMPLOYEES, MEMBERS, OWNERS, AND ASSOCIATES. THIS PROTECTION COVERS ALL LOSSES INCLUDING, WITHOUT LIMITATION DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, PERSONAL INJURY / WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM THE USE OF HARMONY & HEALTH WELLNESS CENTER AND ITS FACILITIES.

I _____, have carefully read the above use agreement, waiver, and
(print name) release of liability, and understand that I have given up substantial rights by signing it and sign it voluntarily and use of all therapies/ classes/ therapies are at my own risk.

Signature: _____ Date: _____

If under 18, then parent signature required:

Parent Name: _____ Date: _____

Parent Signature: _____

If parent/guardian signing for family, please printed name of children under 18:
