

CONSENT, RELEASE AND INDEMNITY AGREEMENT

The Cryo T-Shock safely and effectively uses thermal shock to naturally destroy fat cells without any damage to the skin. The Cryo T-Shock breaks down fat cells, which your body naturally flushes out through the bloodstream and the lymphatic system in days to weeks following the treatment. Cryo T-Shock also helps reduce the appearance of fine lines and wrinkles by stimulating collagen and elastin production while tightening muscles. The Cryo T-Shock is also beneficial for facial toning and lifting. Protocols will be discussed and or adjusted during consultation based on recommendations and client needs.

I understand that the results of Cryo T-Shock fat and/or cellulite reduction treatment (hereinafter referred to as "T-Shock Treatment") may vary depending on many individual factors, including but not limited to: medical history, prior treatments of the area being treated, skin type, compliance with pre- and post-care instructions and individual responses. I understand that for purposes of fat/cellulite reduction and/or skin toning I must maintain good dietary habits, maintain sufficient intake of water and participate in light physical activity as well as comply with all items, instructions and guidelines discussed during consultation prior to T-Shock Treatment.

I have been informed and understand that, following T-Shock Treatment, a vigorous workout for at least thirty minutes is required on the same day in order to facilitate lymphatic drainage.

I understand that any procedure involves risk. Known risks of T-Shock Treatment may include, but are not limited to: redness, swelling, irritation, skin reaction, or increased heart rate. Some individuals may experience delayed onset muscle soreness from treatments on the stomach due to unintentionally engaging the abdominals. Such muscle soreness ordinarily disappears later the same day. T-Shock Treatment may also entail risks not presently known or knowable.

Cryo T-Shock treatment should not be performed under the following conditions:

- Cryo T-Shock should not be applied over inflamed, infected, or swollen areas of the skin.
- Cryo T-Shock should not be applied over/near cancerous areas or on clients with active cancer or undergoing chemotherapy.
- Cryo T-Shock should not be used on clients who suffer from Kidney Disease.
- Cryo T-Shock should not be used on clients undergoing dialysis.
- Cryo T-Shock should not be used on clients who are pregnant.
- Cryo T-Shock should not be used on clients with varicose veins.
- Cryo T-Shock facial applications should not be used on clients who have had Botox treatments within 14 days or Filler treatments within 30 days.

- Cryo T-Shock should not be used on clients who suffer from severe diabetes where sensation has been lost in the skin.

By signing this agreement, I acknowledge and represent that, to the best of my knowledge, I do not have any of the foregoing conditions. I further acknowledge that I have been honest and forthright about my medical history and am healthy to receive T-Shock Treatment. I am not pregnant, nor do I have any other disease or condition that may be negatively impacted by T Shock Treatment.

COVID-19 Warning. I understand that COVID-19 has been declared a worldwide pandemic by the World Health Organization. **The virus that causes COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. I am aware that T-Shock Treatment may entail proximity to other individuals and human contact and therefore may increase my risk of becoming infected with the Coronavirus and of contracting COVID-19.

By signing this agreement, I voluntarily agree to assume all risks of undergoing T-Shock Treatment, whether included among the known risks listed above, or whether such risks are presently known, unknown or unknowable, including risks related to contracting COVID-19. I accept sole responsibility for any injury, illness, damage, loss, claim, liability, or expense of any kind that I incur in connection with T-Shock Treatment. I agree to unconditionally and forever release, covenant not to sue, discharge, and hold harmless European Touch Day Spa's officers, directors, employees, agents, affiliates, representatives, successors and assigns from any and all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to T-Shock Treatment. I further agree that if any third-party brings legal or equitable claims that in any way relate to or arise from T-Shock Treatment performed on me against the European Touch Day Spa's officers, directors, employees, agents, affiliates, representatives, successors and assigns (the "Indemnified Parties"), I will indemnify the Indemnified Parties for any liability or litigation costs incurred by Indemnified Parties as a result of such claims.

Photograph Release:

I give permission for photographs and other audio-visual and graphic materials to be used for marketing, education-promotion purposes. Although the photographs or accompanying material will not contain my name or any other identifying information, I am aware that I will not be identified in the photos. _____ Initial

Acknowledgement:

I understand each person has a different response to the T-Shock Treatment. The risks, benefits, and possible results have been explained to me. I have been provided the opportunity to ask questions and received satisfactory responses. I agree to have my photograph taken to document my results and will not be used for marketing unless agreed upon (see above). _____ Initial

BY SIGNING BELOW, I ACKNOWLEDGE AND CERTIFY THAT

I, _____, HAVE READ AND UNDERSTAND THE "CONSENT, RELEASE AND INDEMNITY AGREEMENT" FOR THIS TREATMENT, AND THAT I AM SIGNING IT VOLUNTARILY. SHOULD ANY PAIN OR DISCOMFORT OCCUR I WILL IMMEDIATELY NOTIFY THE European Touch Day Spa STAFF. I UNDERSTAND THAT I MUST BE AT LEAST 18 YRS OLD

TO PARTICIPATE IN THIS TREATMENT. I UNDERSTAND THAT ALL SALES ARE FINAL AND
REFUNDS ARE NOT PERMITTED.

_____ Print Name

_____ Signature

_____ DATE: