

PLUNGEWORX LIABILITY WAIVER

This Liability Waiver (the "Waiver") is entered into as of the Effective Date between PlungeWorx, LLC, a wellness services provider located at 6307 N 9th Ave #3, and the Client, who has chosen to participate in the services offered by the Company.

1. Acknowledgment of Services and Risks

The Client acknowledges and understands that the services provided by PlungeWorx, including but not limited to cold plunging therapy, sauna sessions, red light therapy, and any other wellness services (collectively referred to as the "Services"), involve inherent risks that may result in injury, illness, or other health complications.

1.1 Voluntary Participation

The Client agrees to voluntarily participate in the Services provided by the Company. The Client acknowledges that they have chosen to participate of their own free will and have not been forced or coerced in any way by the Company or its representatives.

1.2 Potential Risks

The Client acknowledges that engaging in the Services may involve risks, including but not limited to:

- Physical injury (e.g., muscle strains, joint issues)
- Increased heart rate, blood pressure fluctuations, and other cardiovascular concerns
- Hypothermia, heat-related illness, dehydration, or fainting
- Allergic reactions or sensitivity to materials or substances used in the therapies
- Pre-existing medical conditions exacerbated by the Services

The Client understands that these risks may vary based on their personal health conditions, level of fitness, and how they engage in the Services.

1.3 Health Conditions and Warnings

Pregnancy and Cold Plunge/Infrared Sauna Disclaimer:

Participation in cold plunge activities and the use of infrared saunas during pregnancy should only occur with prior approval from a qualified healthcare provider. Both activities may pose risks, including but not limited to reduced circulation, changes in core body temperature, and

dehydration, which could affect both the pregnant individual and the fetus. By participating in cold plunge activities and using infrared saunas while pregnant, the participant acknowledges that they have consulted with their healthcare provider and assume full responsibility for any risks. PlungeWorx is not liable for any adverse effects or injuries related to participation in cold plunge activities or infrared sauna use during pregnancy.

Cold Plunging

Cold plunging can be dangerous for individuals with certain medical conditions. Please consult your doctor before using cold plunge services if you have:

- Cardiovascular Issues: Individuals with heart conditions, high blood pressure, or circulatory problems should avoid cold plunging unless consulted with your physician, as the sudden exposure to cold can cause a rapid increase in heart rate and blood pressure.
- Raynaud's disease
- Severe Allergies: Some individuals may have heightened sensitivities to cold, which could result in allergic reactions or extreme discomfort.
- Respiratory Conditions: Those with asthma, chronic obstructive pulmonary disease (COPD), or other respiratory issues may experience difficulty breathing due to cold exposure
- Diabetes

Infrared Sauna Use

Infrared saunas are not suitable for individuals with:

- Kidney problems, inflammation, or acute infections.
- Heart failure or cardiovascular disease.
- Pregnant women or individuals with heat-sensitive conditions should avoid infrared saunas unless they have consulted with a healthcare provider.

Red Light Therapy

Red light therapy is generally considered safe. However, individuals who are pregnant, have photosensitive conditions, or are on photosensitizing medications should consult their doctor before use.

2. Assumption of Risk

The Client acknowledges that they have been fully informed of the potential risks associated with the Services, and by signing this Waiver, the Client assumes full responsibility for any injuries, damages, or health complications that may occur as a result of participating in the Services.

3. Medical Considerations

3.1 Medical Clearance

The Client affirms that they have either:

- Consulted with a licensed physician or healthcare provider who has cleared them for participation in the Services, or
- Elected to participate without medical consultation, assuming full responsibility for any potential health issues that may arise.

3.2 Pre-Existing Conditions

The Client agrees that they have disclosed any relevant pre-existing medical conditions, injuries, or concerns to the Company prior to participating in the Services. The Client acknowledges that failure to disclose such information may increase the risk of injury or illness during their participation.

3.3 Emergency Medical Treatment

In the event of an injury or medical emergency, the Client consents to receive any necessary medical treatment, including first aid, CPR, or other emergency care, as deemed appropriate by the Company or its representatives. The Client understands that the Company does not assume responsibility for any costs incurred as a result of such medical treatment.

4. Release of Liability

In consideration for being permitted to participate in the Services, the Client, on behalf of themselves, their heirs, executors, administrators, assigns, and personal representatives, hereby

fully and forever releases, waives, and discharges PlungeWorx, LLC, its owners, directors, officers, employees, contractors, agents, affiliates, and representatives (collectively referred to as the "Released Parties") from any and all liability, claims, demands, actions, or rights of action, whether in law or in equity, arising from any injuries, illness, death, property damage, or other damages sustained by the Client as a result of participating in the Services.

4.1 Negligence Waiver

The Client agrees that this Waiver includes any claims based on negligence, action, or inaction of the Released Parties, including but not limited to failure to provide proper safety measures or supervision.

4.2 Indemnification

The Client agrees to indemnify, defend, and hold harmless the Released Parties from any claims, demands, actions, or rights of action brought by a third party arising from the Client's participation in the Services or any breach of this Waiver by the Client.

5. Waiver of Legal Rights

The Client acknowledges that by signing this Waiver, they are relinquishing any right to bring legal action or assert a claim against the Released Parties for any damages that may arise from their participation in the Services. The Client agrees that this Waiver is legally binding and enforceable.

6. Photo/Video Release (Optional)

By signing this Waiver, the Client grants permission to the Company to take photographs or videos during their participation in the Services, which may be used for promotional, marketing, or educational purposes. The Client understands that they will not receive any compensation for the use of such images.

- Check this box if you do **not** consent to photo/video usage.

7. Severability

If any provision of this Waiver is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the Waiver, and the remainder of the Waiver shall remain in full force and effect.

8. Governing Law

This Waiver shall be governed by and construed in accordance with the laws of the state of Florida, without regard to its conflict of law provisions.

9. Acknowledgment of Understanding

The Client acknowledges that they have carefully read this Waiver, fully understand its contents, and voluntarily agree to its terms. The Client further acknowledges that they are of legal age and capacity to execute this Waiver and have been given the opportunity to ask any questions before signing.

Client Name: _____

Client Signature: _____

Date: _____

PlungeWorx Representative Name: _____

PlungeWorx Representative Signature: _____

Date: _____