

INTERNAL AND FAMILY MEDICINE
ANA SIERRA DE ARAGON MEDPEDS MD PLLC

SAFETY INSTRUCTIONS AND CONTRAINDICATIONS

The following waiver, initialed areas and signatures constitute my representation, acknowledgement and agreement that I, _____, have read, understand, and fully agree to the following:

Normatech Pneumatic Compression Therapy Contraindications

- **Do not use Normatech Pneumatic Compression Therapy if you have or may have any of the following conditions:**
 - Current or unstable fractures or breaks,
 - Recent surgery and have sutures or stiches,
 - Open wounds, contusions, or abrasions,
 - Acute deep vein thrombosis
 - Severe atherosclerosis or other ischemic vascular diseases
 - Suspect or known acute deep vein thrombosis
 - Severe congestive cardiac failure
 - Existing pulmonary edema
 - Existing pulmonary embolism
 - Extreme deformity of the limbs
 - Any local skin or tissue condition which the garments would interfere with such as gangrene, untreated or infected wounds, recent skin graft, and dermatitis
 - Known presence of malignancy in the legs
 - Limb infections, including cellulitis, that have not received antibiotic coverage
 - Presence of Lymphangiosarcoma
 - If you have any other injury, illness or medical condition, you should consult your physician prior to using Normatech Compression Therapy.

Spot Cryotherapy Contraindications

Do not use Spot Cryotherapy (Facial or Toning Cryotherapy), if you have or may have any of the following conditions: Cryoglobulinemia, Cold hemagglutination or cold hemolysis, cold-induced itching, impaired arterial blood flow as from stage II, Raynaud's Disease, severe sensory disorders, trophic disorders, hypersensitivity to cold.

If you have any other injury, illness or medical condition, you should consult your physician prior to using spot cryotherapy.

NovoTHOR Whole-Body Light Pod Contraindications

Do not use Novothor Full Body Light Pod if you have or may have any of the following conditions: Pregnancy, Epilepsy, known Carcinoma, have any photosensitivity or on any photosensitizing drugs.

If you have any other injury, illness or medical condition, you should consult your physician prior to using Novothor Whole-Body Light Pod.

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WAIVER OF LIABILITY, ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT

I, _____, in consideration for using and as a condition of my use of **any** Ana Aragon MedPeds MD PLLC or Premier Medical Group, LLC equipment, product or service including, but not limited to, cryotherapy, cryochambers, spot cryotherapy, Normatec Pulse Technology (compression), (all equipment, products and services referred to collectively as the "Activities"), have voluntarily chosen to participate in such Activities with full knowledge of the risks and hazards described in the safety instructions set forth above and the release set forth below. In consideration of my participation, I acknowledge and agree that the Activities may be strenuous and/or present an inherent risk of personal injury and property damage.

I am responsible for consulting with my physician and insuring that I am medically fit prior to participating. I represent and warrant that I am medically fit, have no known or suspected health conditions, including but not limited to preexisting injuries, illness or pregnancy, that prohibit or limit my participation in any Activity in any manner, and am not under the influence of alcohol or drugs. At all times during my participation I will properly utilize all recommended safety equipment and follow all recommended instructions and procedures pertaining to the Activity. While equipment, instructions and procedures may reduce the inherent risk of the Activity, I understand that a substantial risk of personal injury or property damage remain and, therefore, agree as follows:

1. ON BEHALF OF MYSELF, MY SPOUSE, CHILDREN (INCLUDING ANY OF WHICH I AM GUARDIAN), HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS AND ASSIGNS AND ANYONE CLAIMING BY OR THROUGH ME OR ANY OF THE FOREGOING ("RELEASORS"), I HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY THE CRYO ENTITIES AND THEIR RESPECTIVE PREDECESSORS, SUCCESSORS, AFFILIATES, MEMBERS, OFFICERS, MANAGERS, DIRECTORS, OWNERS, SERVANTS, AGENTS, EMPLOYEES, INSURERS, ATTORNEYS AND VOLUNTEERS (HEREINAFTER REFERRED TO AS "RELEASEES") FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, INJURIES, PERSONAL INJURIES, PROPERTY DAMAGE, WRONGFUL DEATH, LOSS OF SERVICES, DAMAGES, ACTIONS OR CAUSES OF ACTION, PRESENT OR FUTURE, WHATSOEVER ARISING OUT OF OR CONNECTED WITH THE ACTIVITIES, EQUIPMENT, PRODUCTS OR SERVICES OWNED, OFFERED OR PROVIDED BY THE CRYO ENTITIES, AND ANY EQUIPMENT, MACHINERY AND/OR FACILITIES OF ANY OF THE RELEASEES, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASEES.

I HAVE READ, UNDERSTAND AND VOLUNTARILY SIGN THIS DOCUMENT (INCLUDING THE WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT SET FORTH ABOVE) AND KNOWINGLY WAIVE ANY RIGHTS AGAINST, AND RELEASE THE RELEASEES FROM, ANY SUCH CLAIMS, DEMANDS, INJURIES, PERSONAL INJURIES, PROPERTY DAMAGE, WRONGFUL DEATH, LOSS OF SERVICES, DAMAGES, ACTIONS AND CAUSES OF ACTION. IT IS MY EXPRESS INTENTION TO EXEMPT AND RELIEVE THE RELEASEES FROM ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH.

2. I hereby confirm that no warranty or guarantee, or other assurance, has been made to me covering the results of any of the services, products or equipment offered for use by Ana Aragon MedPeds MD PLLC or Premier Medical Group, LLC or any of the RELEASEES and I hereby relieve them and hold them harmless from all liabilities for injury or damage that may occur to me. I fully understand the administration of the process, including possible adverse reactions, side effects, or other possible complications. It is understood that this CONSENT is being given in advance of any administration of the process, and is being given by me voluntarily to use the equipment and/or obtain services from Ana Aragon MedPeds MD PLLC or Premier Medical Group, LLC

3. I am fully aware of the risks and hazards connected with the use of the equipment and the services, including the risk of physical injury or disability as the result of such injury, and I am voluntarily participating in said equipment usage and the receipt of any services, and entering the above named premises relating thereto. **I VOLUNTARILY**

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ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY THAT MAY BE SUSTAINED, OR ANY LOSS OR DAMAGE TO PROPERTY AS A RESULT OF BEING ENGAGED IN SUCH AN ACTIVITY.

4. I understand that this document, including the Waiver of Liability and Hold Harmless Agreement, shall be construed in accordance with the laws of the State of ARIZONA. If any provision of this document is held to be unenforceable, this document shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this document shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by law.

5. I understand that the RELEASEES will not be responsible for any medical costs associated with any injury.

6. I understand that the therapies provided should not be construed as a substitute for medical examination, diagnosis, or treatment and that I should see a physician or other qualified medical specialist for any mental or physical ailment.

7. I have read the instructions for proper use of the facilities and equipment and do so at my own risk and hereby release the owners, operators, franchisers, or manufacturers, from any damage or harm that I might incur due to use of the facilities and equipment.

My signature below constitutes my acknowledgment that (1) I have read, understand, and fully agree to all of the foregoing, (2) the proposed photobiomodulation, compression and cryo processes has been satisfactorily explained to me and I have all of the information I desire and (3) I hereby give my authorization and consent. This CONSENT shall stand as long as I use any equipment or obtain any products or services at any facility utilized by Ana Aragon MedPeds MD PLLC or Premier Medical Group, LLC.

IN SIGNING THIS DOCUMENT, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT, INCLUDING THE WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT; I HAVE GIVEN UP CONSIDERABLE FUTURE LEGAL RIGHTS; AND I EXECUTE THIS DOCUMENT FREELY, VOLUNTARILY, UNDER NO DURESS OR THREAT OF DURESS, WITHOUT INDUCEMENT, PROMISE OR GUARANTEE BEING COMMUNICATED TO ME. FURTHERMORE, I AGREE THAT I WILL COMPLY WITH ALL INSTRUCTIONS ON THE USE OF THE CRYO DEVICE AND ALL OTHER EQUIPMENT AND THAT I AM USING SUCH EQUIPMENT AND OBTAINING ANY SERVICES AT MY OWN RISK. I AGREE TO USE ALL SESSIONS WITHIN THE TERMS OF THE CONTRACT DATES AND UNDERSTAND THAT REFUNDS ARE NOT GIVEN ON UNUSED PORTIONS OF PURCHASED PACKAGES.

Participant's Printed Name

Signature

Date

Participant Parent / Legal Guardian Name

Signature

Date

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NOVOTHOR WHOLE-BODY LIGHT POD SESSION CONSENT

I understand that Novothor Whole-Body Light Pod is a LED and light therapy modality, intended to stimulate healing and relieve pain.

The NovoTHOR Whole-Body Light Pod session should not be painful and you should feel no significant heat, but you may feel a pleasant warmth.

If uncomfortable for any reason the client may ask to end the NovoTHOR Whole-Body Light Pod session, and the session will be ended immediately or alternatively Client can just step out of the pod at any time on his own without to wait for anybody.

I am aware that all NovoTHOR Whole-Body Light Pod sessions are done without clothes. Client can cover certain areas of his body but those areas will not receive proper treatment.

If you are the parent or legal guardian of a child receiving NovoTHOR Whole-Body Light Pod sessions and waive the option to be present during the session, please initial here. _____

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LATE ARRIVAL, CANCELLATION AND NONSHOW POLICY

LATE ARRIVAL:

All clients are asked to arrive at least 5 minutes before your scheduled appointment time. Therapist cannot go over the allotted time since most sessions are booked back to back. If client is more than 10 minutes late the appointment is considered a "NO SHOW."

CANCELLATION POLICY:

All cancellations require 24 hour notice. Any cancellation made less than 24 hours from the session time will be deducted from the packet of session purchased. An exception will be made if there is a contagious illness, sudden emergency, or inclement weather.

NO SHOW POLICY:

If a client "NO SHOWS" an appointment it will be considered a cancellation and the session will be deducted from the packet of session purchased. An exception will be made if there is a contagious illness, sudden emergency, or inclement weather.

_____ Participant's Printed Name	_____ Signature	_____ Date
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_____ Participant Parent / Legal Guardian Name	_____ Signature	_____ Date
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