

LIABILITY RELEASE WAIVER

The Recover Room Palm Harbor, LLC (“Recover Room”), offers recovery and wellness services to include hot and cold hydrotherapy, infrared saunas, ozone therapy and other therapeutic services and facilities (“Services”) that may pose a risk to injury. Before any person is permitted to participate in any Recover Room Services, each participant must read and agree to this Assumption of Risks, Release of Claims, and Indemnification Agreement. If you do not agree to the terms and conditions of this Release, you will not be permitted to participate in any Recover Room Services.

BY SIGNING THIS RELEASE, YOU WAIVE IMPORTANT LEGAL RIGHTS YOU MAY HAVE, INCLUDING THE RIGHT TO SUE. YOU CERTIFY THAT: (1) YOU UNDERSTAND THIS RELEASE; (2) YOU HAVE CAREFULLY READ THIS RELEASE, INCLUDING, WITHOUT, LIMITATION, ITS PROVISIONS RELATED TO ASSUMPTION OF RISKS, RELEASE OF CLAIMS, LIMITATION OF LIABILITY, AND INDEMNITY; AND (3) YOU FREELY ACCEPT AND AGREE TO BE LEGALLY BOUND BY THIS RELEASE.

THE PARTICIPANT VOLUNTARILY ASSUMES ALL RISKS, KNOWN OR UNKNOWN, RELATED TO, RESULTING FROM, OR ARISING OUT OF THE PARTICIPANT’S ATTENDANCE AT OR PARTICIPATION IN RECOVER ROOM SERVICES.

The Participant acknowledges and agrees that Recover Room Services include the use of different types of equipment and related activities involve certain inherent risks that cannot be eliminated regardless of care taken to avoid injuries. Risks of Recover Room Services vary depending on the circumstances, may increase by incorrectly using or misusing equipment, and may include occurrences such as extreme heat, heat exhaustion, dehydration, extreme cold, slippery surfaces and floors, and exposure to substances emanated from, or used to operate or maintain associated equipment, in addition to the other risks associated with all Recover Room Services. The Participant acknowledges and agrees that the Participant is solely responsible for consulting with a physician or health professional prior to and regarding the Participant’s use of Recover Room Services, and that neither Recover Room nor any of its owners, managers, staff or members have made any representations or warranties as to the results that may be obtained from use of Recover Room Services, or as to the advisability of the Participant’s participation in such activities. If any of the following apply to or are experienced by the Participant, the Participant will not use, and will immediately discontinue further use of all Recover Room Services unless and until the Participant’s physician or licensed health professional approves the Participant’s participation in such activities: use of prescription medication; cardiovascular conditions, including use of a pacemaker or defibrillator; substance abuse; chronic conditions; joint injury or any infections; surgical implants; pregnancy; hemophilia; fever; heat sensitivity; or dizziness, pain, or discomfort during use or participation of a Recover Room Service.

Recover Room is not responsible for lost or stolen personal belongings.

The Participant acknowledges that the Participant has had the opportunity to ask questions and obtain desired information regarding Recover Room Services to the Participant’s satisfaction. By you acknowledging this document, you certify that you have read and understood the contents of this Release, agree to its terms, and have either consulted with legal counsel or knowingly and voluntarily waived your right to do so.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless Recover Room, its owners, officers, managers, members, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the services, for any and all injury, disability, death, or loss or

damage to person or property arising out of the presence of Recover Room equipment and use thereof, whether caused by the fault of myself, Recover Room or other associated third parties, to the fullest extent permitted by law.

I agree to indemnify and defend Recover Room against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my use of the facilities made available by Recover Room.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida (without regard to the choice of law or conflicts of law principles). In the event of a dispute arising out of or in any way relating to this document or a Service to which it refers, jurisdiction and venue shall be the courts of the State of Florida located in Pinellas County and only in those courts. The parties irrevocably waive any objections or defenses based on lack of personal jurisdiction, improper venue, or forum non convenience. To the extent allowed by law, the parties waive their right(s) to a jury trial in any action arising out of or in connection with this document or Services to which it refers.

IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, THE PARENT/LEGAL GUARDIAN OF THE PARTICIPANT MUST SIGN THIS RELEASE FOR THE PARTICIPANT.

Date: _____

Name: _____

Address: _____

Signature: _____