

# Lipo Light South Bay

## Lipo Light and Vibraslim Consent and Release of Liability Form Informed Consent Release and Indemnity Agreement

Name:(First) \_\_\_\_\_ (Last) \_\_\_\_\_ DOB \_\_\_\_\_

### Program and Background

You have requested treatment utilizing Lipo-Light LED light therapy manufactured by Innovative Photonics LTD. This treatment is the application of a 635 nm light, which causes fat within the adipose (fat) cell to leave cell and accumulate in the cells interstitial space, utilizing stimulating of it's biological function to help the body break down fat. This excess fat is moved by the body's lymphatic system and excreted without negative side effects or downtime. Any medical or cosmetic procedure carries risk, complications and varied results. The purpose of this document is to inform of the nature of this product and it's risk. LED therapies have been approved by the FDA.

### Procedure

Initially you will consult with a Lipo Light therapist to determine if you are a candidate for the Lipo-Light LED therapy. You will have the opportunity to ask questions or voice concerns you may have regarding this treatment. If it is determined you are a candidate for this procedure, then paperwork, measurements, pre and post treatment photos and suggested course of treatment will be given. The treatment is administered by placing up to 16 Lipo-Light LED paddles on the desired area(s) to be treated. It is recommended that a patient will need a minimum of 9 – 12 treatments for the Lipo-Light LED therapy to achieve its desired effect. This treatment should be used in conjunction with a healthy diet and exercise. You should consult a health care professional before beginning any new exercise program to determine if your body is physically able.

### Risks/Discomfort

This treatment is non-invasive. During treatment there should be no discomfort, the client will feel the warmth of the light and the tightness of the bands holding the paddles. Lipo-Light is suitable for anyone over 18. Anyone suffering from the following would not be suitable for this treatment, pregnant, breast feeding, kidney or liver disease, cancer, heart disease, heart/pacemaker, autoimmune disease, metal pins/plates, thyroid problems or urine infection

### Benefits

LED Light therapy has become more prominent and has been used in many studies for pain management and recently by cosmetic surgeons to emulsify adipose before liposuction with FDA approval. The potential benefit of this treatment is body contouring without surgery. Problem areas or excess pockets of fat can be targeted, however the most commonly treated areas are the stomach, hips, flanks, and thighs. In clinical trials patients have averaged 2-5cm lost from there stomach, hips, and thighs. These results do vary and no guarantee is implied or suggested that desired results will be achieved.

### Voluntary Cosmetic Procedure

\_\_\_\_\_ **Initial** I understand that this is a strictly a voluntary cosmetic procedure. No treatment is necessary or required and the Lipo-Light LED therapy has been chosen by myself (the client).

\_\_\_\_\_ **Initial** I have been informed of the potential risks and side effects of Lipo-Light including but not limited to redness, swelling, heat sensitivity, pain, increase bowel movements and increased urination. The risks, potential damages and adverse side effects have been explained to me and I fully understand.

\_\_\_\_\_ **Initial** I understand that a minimum of 9 - 12 treatments is required to achieve full results at an average BMI of 25 to 30. A BMI of over 30 (which is considered in the obese range) requires a specific strategy moving forward with the minimum recommendation of 24 + treatments. At that point, I will be re-evaluated to see if more sessions are needed in order to achieve

realistic goals. Each body is different and may require more or less treatments depending on the clients diet, exercise, metabolism and body type. I understand the treatment is most successful if I also maintain a healthy diet and commit to an exercise program.

**Initial** I know that if after the treatment course I gain weight, the results of the Lipo-Light may be reversed.

**Initial** I understand that no guarantee has been given as to the results that may be obtained by this treatment. I have read this informed consent and certify that I understand its contents in full. I have had enough time to consider the information and feel I am sufficiently advised to consent to this procedure. I hereby give my consent to have this procedure. If at any time during the Lipo-Light procedure I experience pain or discomfort of any kind, I agree to inform the staff immediately and/ or terminate the session at my discretion.

**Initial** I duly authorize technicians of Lipo Light South Bay to perform the procedure for the purpose of body contouring, lymphatic drainage, improvement of cellulite and skin tightening. I am aware that clinical results may vary depending on individual factors, medical history, patient compliance with pre/post treatment instructions, and individual response to treatment. If I do not make an effort to address my diet and exercise, the results achieved may not be retained.

The undersigned assumes all responsibility for behavior of self and their clients and agrees to abide by all Rules and Procedures of the property. The clients and all persons on the premises by invitation of the clients hereby hold Lipo Light South Bay, its employees, the Company or any individual connected in any way to Lipo Light South Bay, harmless for any responsibility or liability for any accident, injury illness or damages sustained by or to any person or their personal property during their treatment appointments or use of facilities. Lipo Light South Bay shall be indemnified and held harmless by the clients, and clients agree to pay all costs incurred in connection with any accident, injury illness or property damage loss, including attorney's fees, regardless of how it may have occurred. The undersigned hereby releases and indemnifies Lipo Light South Bay and holds harmless any employee, the Corporation or any individual connected in any way to Lipo Light South Bay for any loss of personal property and/ or accident causing personal injury of any nature, including reasonable attorney's fees and court costs in connection therewith.

## Consent

**Initial** I have reviewed this consent form. My consent and authorization for this procedure are strictly voluntary. By signing the informed consent form I grant authority for Lipo Light South Bay to perform the described treatment. The purpose of this procedure, risks, complications, alternative methods of treatment have been fully explained to my satisfaction. Cosmetic indications for these procedures include but are not limited to cellulite reduction, treatment of problem fat areas, skin tightening, and skin rejuvenation. Increased redness to the area for up to 12 hours may be experienced (although this is unlikely). Normal activities may be resumed following the treatment. Any photos taken will be used to show the clients progress and may be used in marketing ads.

## Questions and Explanations

By signing below, you certify that this procedure has been explained to you and your satisfaction, and that you have been fully informed of the nature and purpose of the Lipo Light procedure, expected outcomes and possible complications, and understand that no guarantee can be given as to the final result obtained. You are fully aware that your condition is of a cosmetic concern and that the decision to proceed is solely based upon your expressed desire to do so. You are aware that Lipo Light may/can cause slight hypo/hyper-pigmentation of the skin and treatment is taken at your own risk (tattoo areas should be avoided). Any further questions can be directed to a Lipo Light Contouring Specialist. You further state that you are of lawful age and legally competent to sign this aforementioned release, and that you understand the terms herein is contractual and not a mere recital. You have signed this document of your own free act.

## Vibraslim Exercise Risks

Vibration Fitness Machines are scientifically calibrated exercise machines designed to force your muscles to stretch and contract rapidly in small increments, replicating the same action which occurs during traditional exercising, therefore speeding up the needed exercise time. Vibraslim vibration exercises use your body weight and gravity to it's fullest potential. Please do not use VibraSlim or any additional exercise device without getting approval from your doctor if you are in the following group: Pregnant women, diabetes with complications such as neuropathy or retinal damage, people with pacemakers, people who have recently undergone surgery, suffer from Epilepsy or Migraines, have herniated disks, spondylolisthesis, spondylolysis, have cancer or tumors, people with recent joint

replacements, or recently paced UID's, metal pins or plates, or any other concerns about your physical health. Frail individuals and children should be accompanied by a responsible adult. These contra indications do not mean that you are not able to use a vibration or other exercise device, but we advise you to consult a doctor first.

**Initial** I understand that using the Vibraslim Machine workout is a strictly voluntary physical activity chosen by myself (the client). If at any time I experience pain or discomfort of any kind, I agree to inform the staff immediately and/or terminate the exercise.

Lipo Light South Bay values your privacy, and is committed to maintaining your security and confidentiality in the use of any information you choose to share with us. We do not disclose identifiable information to any third party without your consent. Further, we do not sell, rent, or otherwise allow the unauthorized outside use of personal information such as names, addresses, phone numbers, or e-mail addresses in our database without your permission. Copies of this form and signature will be valid as if original if this document is digitally scanned. If any part of this Release is found to be invalid by the courts having jurisdiction, or becomes inoperative for any reason, such invalidity shall not affect the validity and enforceability of any other provision of this release.

**POLICIES AND TERMS AGREEMENTS**

**Cancellation Policy**

South Bay Lipo Light requires a 24 hour cancellation notice. Due to demand for treatments, we schedule all appointments following the initial consultation. South Bay Lipo Light reserves the right to refuse service to anyone.

**Initial the following**

- \* **If I cancel within 24 hours of a reserved session, I will lose or forfeit my session** \_\_\_\_\_
- \* **If I cancel within 24 hours of a reserved session, I might incur a \$35 no-show fee from Schedulicity** \_\_\_\_\_
- \* **If I fail to show up or am more than 5 minutes late, I will lose or forfeit my session due to staff wages and fees paid for my session, and to avoid inconveniencing other clients scheduled after me** \_\_\_\_\_

Our cancellation policy has been created to ensure our loyal clients are not disturbed by the tardiness of clients who do not show up on time, or who cancel without a valid reason within 24 hours of an appointment. When reserved sessions are unattended, this means that loyal clients missed the opportunity of having that particular time period. Thank you for your understanding.

**Purchase and Reservation Policy**

Sessions will only be confirmed and allowed up to the amount of pre-paid sessions. All sales are final and non-refundable. South Bay Lipo Light reserves the right to terminate any client's session, package, or contract, without refunding any monies, if the client has broken any terms or policies. All purchases are final, non-refundable and non-transferable.

**\* I understand if I have purchased and pre-paid for a first-time Customer Promotion, that I may not use or purchase another first-time Promotion without consent from Lipo Light South Bay first** \_\_\_\_\_

I further state that I am of lawful age and legally competent to sign this aforementioned release. The procedures, alternatives and risks have been explained to me and I have been given the opportunity to ask questions. I understand it is my responsibility to inform the Lipo Light staff if there are any changes to my medical history. I understand the terms herein is contractual and not a mere recital. I have signed this document of my own free act.

**I HAVE CAREFULLY READ, UNDERSTOOD AND ACKNOWLEDGE ALL OF THE ABOVE STATEMENTS.**

\_\_\_\_\_

**Client**

\_\_\_\_\_

**Date**

\_\_\_\_\_  
**Lipo Light South Bay Management**

\_\_\_\_\_  
**Date**

## SESSION EXPIRATION AND PAYMENT POLICY

All Treatment packages have an expiration date. Sessions will expire 16 weeks from day of purchase and will not be refunded. **Initial** \_\_\_\_\_

Skin Rejuvenation and Lipo treatments must be paid in full prior to your first session. **Initial** \_\_\_\_\_

When purchasing a package/series of sessions, and request a refund, the refund will be made at the discretion of Lipo Light South Bay. If sessions have been used from the discounted package they will be evaluated as full price and the refund will be based on the remaining amount which they were bought for. **Initial** \_\_\_\_\_

**Polices and pricing are subject to change without prior notice.**

**No Show Policy:** A “no show” is someone who misses an appointment without 24 hour notice. Failure to arrive at the time of scheduled appointment will be recorded on the patients chart as a “no show” and a \$35 fee will be incurred. **Initial** \_\_\_\_\_

**Late Arrivals:** We will try our best to accommodate your scheduled appointment, but in fairness to other patients, if you arrive late we may not be able to see you that day and a No Show Fee might incur. If treatment session is cancelled due to an emergency, it must be rescheduled for the same week failure to do so will incur a No Show Fee or the scheduled session will be lost. **Initial** \_\_\_\_\_

**Late Cancelation:** Will be considered as a “no show” and may be charged \$35. Fee must be paid before your next scheduled appointment. **Initial** \_\_\_\_\_

**IT IS LIPOLIGHT SOUTH BAY’S POLICY THAT PAYMENT IS THE RESPONSIBILITY OF THE PATIENT AND IS TO BE PAID IN FULL AT TIME OF SERVICE.**

We are pleased to accept the following types of payments:

- Credit Card
- Cash
- PayPal
- Gift Certificates

\_\_\_\_\_  
Patients Name (PRINTED)

\_\_\_\_\_  
Patients Signature

\_\_\_\_\_  
Date