



WAIVER OF LIABILITY, ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT

The following waiver, and my initials and/or signature hereon, constitute my representation, acknowledgement and agreement that I have READ, UNDERSTAND AND FULLY AGREE to all of the following:

THIS WAIVER AND ASSUMPTION OF RISK APPLIES TO THE ADMINISTRATION OF THE INDOOR CRYO PROCESS AND MY USE OF THE FOLLOWING MILE HIGH RECOVERY, LLC /CryoUSA EQUIPMENT, PRODUCTS, FACILITIES AND/OR SERVICES:*

Cryotherapy

NovoTHOR (PBM)

I, _____, in consideration for using and as a condition of my use of the indoor cryo process and any Mile High Recovery, LLC / CryoUSA services, products facilities and equipment (all of the above-listed equipment, products and services are collectively referred to as the "Activities"), have voluntarily chosen to participate in such process and Activities with full knowledge of the risks and hazards described in the safety information listed on the reverse side of this form.

In consideration of my participation in the Activities, I acknowledge and agree that the Activities may be strenuous and/or present a risk of personal injury or property damage. I am responsible for consulting with my physician and insuring that I am medically fit prior to participating.

I understand that all RELEASEES as defined below will not be responsible for any medical costs associated with or resulting from the indoor cryo process or my participation in the Activities.

I represent and warrant that:

- ✓ I am fully aware of the risks and hazards connected with the Activities, including the risks of physical injury or disability;
- ✓ I am voluntarily participating in the Activities;
- ✓ I am medically fit for participation in the Activities;
- ✓ I have no known or suspected health conditions that limit or prohibit my participation in any of the Activities;
- ✓ I have no preexisting injuries, illnesses or pregnancy that in any manner limit or prohibit my participation in any of the Activities; and
- ✓ I am not now under the influence of any alcohol or drug that impairs or potentially may impair my understanding of these representations and warranties, and/or waiver and release.

At all times during my participation I will utilize all recommended safety equipment and follow all recommended instructions and procedures pertaining to any Activity. While equipment, instructions and procedures may reduce the inherent risk of an Activity, I UNDERSTAND THAT A SUBSTANTIAL RISK OF PERSONAL INJURY OR PROPERTY DAMAGE REMAIN AND, THEREFORE, KNOWINGLY AND VOLUNTARILY AGREE AS FOLLOWS:

* MANDATORY SAFETY INSTRUCTIONS AND CONTRAINDICATIONS APPLICABLE TO ALL LISTED CRYO PROCESSES, EQUIPMENT, PRODUCT OR SERVICE ARE STATED BELOW OR ON THE REVERSE SIDE OF THIS FORM. YOU MUST READ, UNDERSTAND AND INITIAL ALL APPLICABLE INSTRUCTIONS AND CONTRAINDICATIONS.

ON BEHALF OF MYSELF, MY SPOUSE, CHILDREN, WARDS, HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS OR ASSIGNS, AND ANYONE CLAIMING BY OR THROUGH ME OR ANY OF THE FOREGOING (the "RELEASORS"), I HEREBY KNOWINGLY AND VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY MILE HIGH RECOVERY, INC., ITS DIRECTORS, OFFICERS, STOCKHOLDERS, OWNERS, MANAGERS, EMPLOYEES, INSURERS, VOLUNTEERS, LANDLORDS, LEASORS, LEASEES, AGENTS, CONTRACTORS, ATTORNEYS, AFFILIATES AND SUCCESSORS (the "RELEASEES") FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, INJURIES, PERSONAL INJURIES, PROPERTY DAMAGE, WRONGFUL DEATH, LOSS OF SERVICES, LOSS OF CONSORTIUM, DAMAGE, ACTIONS OR CAUSES OF ACTION, PRESENT OR FUTURE, WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE ACTIVITIES, AND/OR CRYOUSA PRODUCTS AND EQUIPMENT, RELEASEES PRODUCTS, EQUIPMENT OR SERVICES, WHETHER OWNED, OPERATED OR PROVIDED BY OR THROUGH THE RELEASEES FOR USE IN CONNECTION WITH THE ACTIVITIES, AND ANY EQUIPMENT, MACHINERY, PREMISES AND/OR FACILITIES OF ANY OF THE RELEASEES, EVEN IF ANY SUCH LOSS, INJURY, DAMAGE OR CLAIM IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY RELEASEE.

(_____) Initial here

I KNOWINGLY WAIVE ANY RIGHTS AGAINST, AND RELEASE ALL RELEASEES FROM, ANY SUCH CLAIMS, DEMANDS, INJURIES, PERSONAL INJURIES, PROPERTY DAMAGE, WRONGFUL DEATH, LOSS OF SERVICES, LOSS OF CONSORTIUM, DAMAGES, ACTIONS AND CAUSES OF ACTION.

(_____) Initial here

IT IS MY EXPRESS INTENTION TO EXEMPT AND RELIEVE THE RELEASEES FROM ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH.

(_____) Initial here

In signing this document, I acknowledge and represent that:

- ✓ My signature below constitutes my acknowledgement that I have read, understand, and fully agree to this entire document and all of its provisions, including the safety instructions, contraindications, and general terms stated on the reverse side.
- ✓ I am over the age of 18 and am fully competent to execute this agreement.
- ✓ I have given up considerable future legal rights.
- ✓ There are no warranties or guarantees made to me by Mile High recovery, inc. or any other RELEASEE covering the results of the indoor cryo process, the Activities, or any services, products or equipment.
- ✓ The proposed Activities and indoor cryo process has been satisfactorily explained to me and I have all the information I desire.
- ✓ I fully understand the administration of the cryo process and the activities, including possible adverse reactions, side effects, or other possible complications. I expressly CONSENT in advance to the administration of the cryo process and the Activities.

uncontrolled seizures, Raynaud's Syndrome, fever, tumor, disease, symptomatic lung disorders, bleeding disorders, severe anemia, infection, claustrophobia, cold allergy, acute kidney and urinary tract diseases. If you have any other medical condition, injury or illness, you should consult your physician prior to using cryotherapy.

Risks of whole body cryotherapy include, but are not limited to:

fluctuations in blood pressure (Due to peripheral vasoconstriction, systolic blood pressure may briefly increase up to 10 points during the session. This effect should reverse after the end of the session, as peripheral circulation returns to normal.); allergic reactions to extreme cold (rare); claustrophobia; anxiety; activation of some viral conditions such as cold sores due to the stimulation of the immune system. One primary inherent risk of cryotherapy is skin sensitivity and skin irritation. It is impossible to predict how a client's skin will react during or after cryotherapy.

Initials

Mandatory Safety Instructions and Contraindications for NovoTHOR(PBM)

Safety Instructions:

1. Eye goggles are required during use of NovoTHOR. Approved Laser Safety eye wear are provided by Mile High Recovery for your protection during sessions.
2. Light cannot penetrate clothing. You may disrobe to your comfort level, but it is optimal for no clothing to be worn.
3. NO CELL PHONE USE DURING A NOVOTHOR SESSION.
4. During the session you will lie on the bed face up for the length of the session (5 to 12 minutes)
5. Sessions do not exceed 12 minutes to minimize the potential for adverse or minimized effects from overexposure to NovoTHOR.
6. The NovoTHOR Unit will shut off automatically at the end of a session. At this time, exit the bed and get dressed.
7. Lotions, powder, deodorant, antiperspirant, perfume, makeup or anything applied topically to your body may reduce benefits. It is recommended that you do not apply any of these products less than 1 hour before your session.
8. You must inform the attendant if you have any recent skin lesions. For the protection of all NovoTHOR users, all lesions must be covered with an adhesive bandage.
9. You must immediately notify the attendant and end the session if you at any time experience any physical or mental discomfort, problems, pain or anxiety.

Initials

NovoTHOR (PBM) Contraindications:

Do not use NovoTHOR if you have or may have any of the following conditions:

Pregnancy; Light Sensitivity; Epilepsy; or known Cancer (primarily carcinoma/secondary metastasis). If you are undergoing Chemotherapy, consult your oncologist. For diabetic clients, use of NovoTHOR may influence medication dosage requirements. Blood sugar levels should be monitored throughout the treatment. If you have any other medical condition, injury or illness, you should consult your physician prior to using NovoTHOR.

Initials

GENERAL TERMS AND CONDITIONS

1. Medical Disclaimer and Participant Disclosures. Mile High Recovery technicians, therapists, employees and/or contractors and agents are NOT qualified to perform skeletal adjustments, diagnose and/or prescribe, or provide medical/chiropractic treatment, advise or services of any kind, and nothing said in the course of any session shall be interpreted or construed as such. Participant shall honestly and completely disclose all known medical conditions, and truthfully answer all questions regarding his/her medical condition, including updates to or changes in his/her current medical/physical condition. Participant is obligated to read and shall be deemed to have read and understood any and all contraindications stated above. The initials of the Participant on the above-described safety instructions and contraindications are intended to confirm to Mile High Recovery, Inc. that Participant will follow the instructions for use of the facilities and equipment, and that he/she has fully disclosed any and all contraindicated conditions.

2. Entire Agreement. This WAIVER OF LIABILITY, ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT, together with any and all forms, contracts, service agreements and other documentation between Participant and Mile High Recovery, Inc. executed by both parties shall, together, represent the entire agreement and understanding of the parties with respect to the administration of the indoor cryo process and other related services provided or to be provided by or on behalf of Mile High Recovery, Inc. to Participant. This Agreement supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. In the event of a conflict between the terms and/or provisions of this WAIVER OF LIABILITY, ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT, and any other form, contract, service agreement, or executed document between the parties, the terms of this Agreement shall prevail.
3. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions not so declared shall nevertheless continue in full force and effect, but shall be construed in a manner so as to effectuate the intent of this Agreement as a whole, notwithstanding such stricken provision or provisions.
4. Drafting. No provision of this Agreement shall be construed against any party merely because that party or counsel drafted or revised the provision in question. All parties have been advised and have had an opportunity to consult with legal counsel of their choosing regarding the force and effect of the terms set forth herein.
5. Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.
6. Amendments. Except as otherwise provided in this Agreement, no provision of this Agreement may be amended, modified or waived except by a written agreement signed by both parties.
7. Counterparts/Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The signatures to this Agreement may be evidenced by facsimile copies reflecting the party's signature hereto, and any such facsimile copy shall be sufficient to evidence the signature of such party as if it were an original signature.
8. Binding Effect. This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement.
9. Binding Arbitration. All disputes arising out of or in any way relating to this Agreement or the cryo process and/or Activities shall be submitted to and settled by final and binding arbitration according to the rules and procedures of the Judicial Arbitrator Group, or Jams in Dispute, unless otherwise mutually agreed by the parties. Any arbitration shall occur in Denver, Colorado by a single arbitrator mutually selected by the parties, and the law of the State of Colorado shall apply to all issues. The arbitrator shall have binding authority to determine all issues arising out of this Agreement and to enter any legal, equitable or restitutionary remedy, including injunction and/or restitution. The decision of the arbitrators will be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. Fees and costs of arbitration shall be initially born by the parties equally. However, the arbitrator shall, in addition to damages or other remedy, award to the prevailing party reimbursement of all arbitration costs, expenses and reasonable attorney fees incurred, including any attorney fees reasonably necessary to obtain judgment on or otherwise enforce the award.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado (irrespective of its choice of law principles).
11. Attorney's Fees. Should suit or arbitration be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including expert witness fees and fees on any appeal, as well as any fees or costs awarded by an arbitrator.

Initials