

(WELLNESS STUDIO AT BUCKEYE LLC)

BUCKEYE PREMIER WELLNESS

UNIVERSAL MINOR LIABILITY WAIVER, ASSUMPTION OF RISK & PARENT/GUARDIAN CONSENT

A. INFORMATION ABOUT THE MINOR (PARTICIPANT)

B. ACKNOWLEDGMENT OF SERVICES

I, the parent/legal guardian of the above-named minor (“the Minor”), understand that **Wellness Studio at Buckeye LLC and/or Buckeye Premier Wellness**, including all subsidiaries, affiliates, independently owned and operated locations, owners, employees, contractors, landlords, and agents (“WSB LLC and/or BPW”), provides wellness and other services such as, but not limited to:

- Cold Plunge/Cold Therapy
- Infrared Sauna
- Red Light Therapy
- Float Therapy/Sensory Deprivation
- Halotherapy/Salt Room
- Compression Therapy
- PEMF Therapy
- Hyperbaric Chamber (soft or hard shell)

I understand that these services are **not medical treatments**, are **not intended to diagnose or treat any medical condition** and are **not substitutes for medical care**.

I voluntarily permit my child to participate.

C. HEALTH DISCLOSURE & RESPONSIBILITY

I certify, on behalf of the Minor, that:

- The Minor is physically and mentally able to participate in **WSB LLC and/or BPW** services.
- The Minor does not have medical conditions or contraindications making participation unsafe, OR they have been cleared by a licensed medical provider.
- **WSB LLC and/or BPW** staff are not medical professionals and cannot determine whether these services are appropriate for the Minor.

- I take full responsibility for supervising, monitoring, and ensuring the Minor's safety and ability to participate.

I agree to inform **WSB LLC and/or BPW** of any relevant medical conditions or concerns.

D. ASSUMPTION OF RISKS (PARENT/GUARDIAN ACCEPTANCE)

I understand and agree that participating in **WSB LLC and/or BPW** services involves **inherent risks**, including but not limited to:

- dizziness, fainting, nausea
- breathing discomfort or claustrophobia
- skin sensitivities
- temperature-related discomfort (hot or cold)
- slips or falls
- panic or anxiety
- muscle soreness or physical strain
- risks associated with oxygen concentrators, enclosed spaces, water, salt, steam, or compression

I acknowledge these risks **on behalf of the Minor** and **voluntarily assume full responsibility** for the Minor's participation.

E. RELEASE OF LIABILITY (PARENT/GUARDIAN RELEASING CLAIMS FOR THE MINOR)

To the fullest extent permitted by law, I, on behalf of myself, the Minor, our heirs, family members, executors, and assigns, hereby **release, waive, and discharge**:

WSB LLC and/or BPW, all subsidiaries, affiliates, owners, landlords, employees, contractors, agents, and representatives from any and all liability, claims, damages, injuries, or causes of action arising from or related to:

- the Minor's participation in **WSB LLC and/or BPW** services
- the Minor's use of **WSB LLC and/or BPW** equipment or facilities
- the actions, omissions, or negligence of **WSB LLC and/or BPW** or its personnel

This release applies **even if caused in whole or in part by WSB LLC and/or BPW's negligence**, to the maximum extent permitted by law.

I understand and agree that **I may not bring any claim on behalf of the Minor** against **WSB LLC and/or BPW** or any independently owned location.

F. INDEMNIFICATION

I agree to **fully indemnify and hold harmless WSB LLC and/or BPW** from:

- any claim brought by the Minor,
- any claim brought by a third party on the Minor's behalf, or
- any claim arising from the Minor's actions or participation.

G. FACILITY RULES & SAFETY COMPLIANCE

I understand and agree that:

- The Minor must follow all safety instructions.
- A parent/guardian may be required to remain on-site.
- **WSB LLC and/or BPW** may refuse service to the Minor at any time for safety reasons.

I accept full responsibility for ensuring the Minor complies with all rules.

H. PERSONAL PROPERTY

WSB LLC and/or BPW are not responsible for any lost, stolen, or damaged personal belongings.

I. PHOTO/VIDEO RELEASE (Optional)

I grant permission for **WSB LLC and/or BPW** to use photos or videos of the Minor for marketing, training, or promotional purposes.

If I do not consent, I will notify WSB LLC and/or BPW in writing.

J. INDEPENDENT OPERATOR NOTICE

I understand that **WSB LLC and/or BPW, is independently owned and operated.** I agree and acknowledge that:

- **WSB LLC and/or BPW** are **not responsible** for the daily operations, supervision, safety protocols, maintenance, or training of independently owned locations.
- This release applies to **both WSB LLC and/or BPW and the independent owner or staff operating this facility.**

I agree not to assert any claim against **WSB LLC and/or BPW** for incidents arising at this independently owned location.

K. EMERGENCY MEDICAL AUTHORIZATION

In the event of an emergency, I authorize **WSB LLC and/or BPW** to:

- contact emergency medical services, and
- permit medical treatment for the Minor if necessary.

I understand that I am fully responsible for all medical costs.

L. ARBITRATION, GOVERNING LAW & VENUE

I agree that:

- Any dispute related to this agreement shall be resolved by **binding arbitration**.
- The laws of the **State of Arizona** govern this agreement.
- Venue for any permitted court action shall be **Maricopa County, Arizona**.

M. SEVERABILITY

If any provision is deemed unenforceable under state law, that provision will be:

- automatically modified to the minimum extent necessary for enforceability,
- without affecting the validity of the remaining provisions.

This ensures the waiver remains valid in all states.

N. PARENT/GUARDIAN SIGNATURE (REQUIRED)

I acknowledge the following:

- I have read and understand this agreement.
- I voluntarily allow the Minor to participate in **WSB LLC and/or BPW** services.
- I assume all risks on behalf of the Minor.
- I release **WSB LLC and/or BPW** and the owner and/or staff from liability.
- This waiver applies to all future visits to any **WSB LLC and/or BPW** location.