

THIS IS AN IMPORANT DOCUMENT THAT SETS OUT INSTRUCTIONS, CONTRACTUAL TERMS, WARNINGS, RISKS, YOUR CONSENT, AND A LEGAL RELEASE AND INDEMNITY IN RELATION TO WHOLE BODY CRYOTHERAPY OFFERED BY CRYO PTY LTD ABN 72 608 349 417 (THE “OPERATOR”) TO YOU.

Please read it carefully and tick the acceptance box below only if you are satisfied that you understand it and agree with its provisions.

Contract for Services

1. This document contains the terms of the contract for services (“**Contract**”) between you and the operator relating to the session of cryotherapy you are about to have (“**Session**”) using the whole body cryotherapy machine and associated equipment (“**Equipment**”).
2. The fee paid by you when booking the Session, is the agreed fee for the services the operator will provide to you in your use of the Equipment during and in connection with the Session.
3. You acknowledge that
 - a. if you proceed, the terms below apply to and are part of the Contract or
 - b. if you do not agree to these terms, the Session will be cancelled and the fee paid by you for the Session will be refunded to you in full.

Safety Instructions for Whole Body Cryotherapy

4. You must wear cotton or wool socks (and underwear in men) to avoid chilblain.
5. Treatments are limited to 3 minutes per Session. Overexposure to the cold temperatures may cause chilblain
6. You may end the procedure at any time if you experience any problems or anxiety, simply push out the door of the cryotherapy machine on your own.
7. Abnormal skin sensitivity to cold may be cause by certain foods, cosmetics, or medication including but not limited to the following: Tranquilisers, High blood pressure medication;
8. A person who is less than (18) years of age or otherwise not of legal capacity (“**Minor**”) may not use whole body Cryotherapy without the written consent of a parent or legal guardian.

Contraindications to using Cryotherapy:

9. **DO NOT USE WHOLE BODY CRYOTHERAPY IF YOU HAVE ONE OR MORE OF THE FOLLOWING:**
 - a) **PREGNANCY**
 - b) **RAYNAUD’S DISEASE**
 - c) **COLD ACTIVATED ASTHMA**
 - d) **PACEMAKER**
 - e) **HIGH BLOOD PRESSURE**
 - f) **HEART CONDITIONS**
 - g) **VASCULAR CONDITIONS**
 - h) **CANCER (UNDERGOING CHEMOTHERAPY)**
 - i) **COLD ALLERGIES**
 - j) **UNFIT FOR EXERCISE**
 - k) **FEVER COLD**
 - l) **UNDERACTIVE THYROID**
 - m) **ACTIVE INFECTION**

10. Contraindication details

- a) People in or with the following conditions should not undertake whole body cryotherapy: Pregnancy, severe hypertension (BP> 180/100), acute or recent myocardial infarction, unstable angina pectoris, arrhythmia, symptomatic cardiovascular disease, PVD (peripheral vascular disease or peripheral artery disease), cardiac pacemaker, peripheral arterial occlusive disease, cold-activated asthma, venous thrombosis, acute or recent cerebrovascular accident, uncontrolled seizures, Raynaud's syndrome, fever, cryoglobulinaemia, cryofibrinogenemia, agammaglobulinemia, active cancer, deep vein thrombosis, acute bacterial or viral infections, antipsychotic medications, blood alcohol, cold intolerance/allergy to cold, damaged skin, claustrophobia, hypothyroidism, symptomatic lung disorders, bleeding disorders, severe anemia, infection, claustrophobia, cold allergy, age less than 18 years (parental consent to treatment needed), acute kidney and urinary tract diseases.
- b) Precautions: heart valve malfunction, arrhythmia, angina, a history of vein thrombosis and clotting, excessive sweating,
- c) Risks of whole body cryotherapy: Fluctuations in blood pressure (whole body cryotherapy only, due to peripheral vasoconstriction, blood pressure may briefly increase by up to 10 points systolically during cryotherapy), allergic reaction to extreme cold (rare), anxiety, temporary redness of the skin, chilblain / skin burns / scarring (very rare).

Risk Disclosure

- 11. Cryotherapy is not claimed to be a medical treatment per se but a process that is believed by the operator to promote the health, fitness, and a sense of wellbeing in, and enhance the appearance of, people who are in general good health.
- 12. It involves short exposure (up to 3 minutes recommended maximum) to extreme cold temperatures generated by liquid nitrogen.
- 13. Such extreme conditions self-evidently involve a series of risks, including:
 - a) Known enhanced risks for those with known specified conditions (see Contraindications, above),
 - b) Unknown risks from a person having an unknown condition or a particular sensitivity to extreme cold, and
 - c) Risks that the Equipment may malfunction despite all reasonable efforts by the operator to ensure it is in good working order. The operator did not design or manufacture the Equipment and is not expert in the functioning of the Equipment but instead relies on the knowledge, skill and services of others including the manufacturer.
- 14. It is a condition of using the Equipment that the user accepts all risks associated with such use and releases the operator and associated entities and personnel from any liability arising from or in connection with such use (see Release and Indemnity, below).

Consent and Acknowledgements

- 15. You hereby voluntarily consent to undertake and accept all risks associated with the cryotherapy offered by the operator.

16. You acknowledge that you do not rely on any statement made to you about the benefits of using, or the safety of, the Equipment, or on the skill and knowledge of the operator in relation to the Equipment functioning as intended.
17. You acknowledge that you have asked and had answered to your satisfaction all questions you require to be answered and/or have all information you require before using the Equipment.
18. You acknowledge that you have been advised to seek medical advice if you or the Minor for whom you are responsible suffer/s from any medical condition whether or not it is on the Contraindications list.
19. You represent that you have read and understand and agree to the provisions of this document, which you acknowledge is legally binding, and that you are at least eighteen (18) years of age and have full legal capacity.

Release and Indemnity

20. In consideration for you or any Minor for whom you are responsible or any person upon whom you are dependent using the Equipment, you hereby release the operator, its officers, agents, employees and volunteers (hereinafter referred to as the **Releasees**) from any and all liability, causes of action, claims, demands, actions and suits in respect of any loss, damage, personal injury (whether or not leading to permanent incapacity or death), costs and expenses (including medical and legal costs) suffered by you or such other person, as a result of or in connection with you or such other person using the Equipment.
21. You further hereby agree to indemnify and hold harmless the Releasees from and against any and all liability, causes of action, claims, demands, actions and suits that they may incur or suffer in respect of any loss, damage, personal injury (whether or not leading to permanent incapacity or death), costs and expenses (including medical and legal costs) suffered by you or any Minor for whom you are responsible or any person who is dependent upon you, as a result of or in connection with you or such Minor using the Equipment.
22. You execute this document in part consideration for permission to use the Equipment with the intent that it applies to all future uses by you or the Minor for whom you are responsible, of the Equipment or similar equipment operated by or on behalf of the Releasees.
23. This document binds your spouse, members of your family, your successors and legal personal representatives.
24. If any exclusion or limitation of liability under this document is rendered void under relevant legislation, then the operator's liability is limited to the supply of the services again or the payment of the cost of having the services supplied again, and any indemnity shall not apply to that resupply or cost of resupply.
25. This document is governed by the laws of State of New South Wales.

☐ **By ticking this box you acknowledge you accept and agree to the above terms and conditions**