

# AROMATHERAPY

## The AromaRoom RELEASE AND WAIVER OF LIABILITY

The AromaRoom (the "Company"), reserves the right to alter or modify the below terms and conditions from time to time. Your acknowledgment below constitutes your agreement to any and all terms changed, modified or altered.

The information contained both herein and on our website is designed to disseminate general information. It is not intended to give medical or pharmacological advice and as such should not be relied upon as a substitute for professional medical advice.

**Aromatherapy is not recommended in the following cases:** tuberculosis, fever, contagious conditions, severe heart disorders, or existence of cancer, advanced pregnancy, or acute state of respiratory attack. The use of Aromatherapy is not intended to substitute for medical care or treatment. Do not stop your medication without first consulting with your doctor. Aromatherapy does NOT substitute for any conventional medication. If you have any questions about Aromatherapy, check with your doctor before proceeding.

In consideration of being permitted to enter the premises and engage in any of the services offered by the Company (the "Activities"), I, the Client or the Parent or Guardian of the minor child listed below, agree to all the terms and conditions set forth in this agreement (the "Agreement").

I acknowledge and fully understand that engaging in the Activities involves a significant and inherent risk of loss, damage or injury, including but not limited to physical injury, damage to myself or my property. I acknowledge that I am voluntarily participating in the Activities with knowledge of the danger involved and hereby agree to accept and assume any and all risks of injury, death or property damage, whether caused by the negligence of the Company or otherwise. Furthermore, I acknowledge and understand that:

1. My participation in the Activities is purely voluntarily and no promises, warranties or representations were made to me by the Company to induce me to participate;
2. I am fully responsible for myself and any of my children, guests and/or invitees;
3. The Company does not evaluate or diagnose my health and I have received medical clearance prior to engaging in the Activities;
4. The Company has neither applied for or received approval by the Food and Drug Administration or any other consumer protection group;
5. The use of the cabin at the Company has not been evaluated by the Food and Drug Administration or any other agency;
6. The use of Aromatherapy is not intended to treat, cure or prevent any illness or condition. All medical conditions should be treated by a physician competent in treating that particular condition. The Company assumes no responsibility for customers choosing to treat themselves; and
8. All products and services provided by the Company, including written information, labels, brochures and flyers as well as information provided orally or in any other medium of communication, have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure or prevent any disease. For all your health concerns, please consult an appropriately licensed healthcare practitioner.

I AGREE THAT NEITHER THE COMPANY NOR ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUPPLIERS, SUCCESSORS AND ASSIGNS SHALL BE LIABLE FOR ANY DAMAGE RESULTING FROM THE ACTIVITIES. THIS LIMIT OF LIABILITY COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS THE COMPANY, ITS MEMBERS, EMPLOYEES, AGENTS, AND SUPPLIERS. THIS PROTECTION COVERS ALL LOSSES INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY AND PUNITIVE

DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS OR DAMAGES RESULTING FROM USE OF THE ACTIVITIES, THE AROMATHERAPY SUITES OR THE COMPANY'S FACILITIES

I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN IN ANY JURISDICTION AGAINST THE COMPANY, AND ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUPPLIERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "RELEASEES"), ON ACCOUNT OF INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN THE ACTIVITIES, WHETHER ARISING OUT OF THE NEGLIGENCE OF THE COMPANY OR ANY RELEASEES OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE COMPANY OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE THE COMPANY AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20...

*For Adult Aromatherapy:* Client Signature: Client Name:

x \_\_\_\_\_

x \_\_\_\_\_

*For Child Aromatherapy:*

Child's Name: \_\_\_\_\_

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release and Waiver of Liability.

Parent of Child's Signature: Parent of Child's Name:

x \_\_\_\_\_ x \_\_\_\_\_