

# Perfect Fit Health and Fitness

## Waiver of Liability and Hold Harmless Agreement - Infrared Sauna

Using Far infrared saunas may put yourself at risk if you do not fully understand how to use the sauna. Far infrared saunas creating a cure for or treating any disease is neither implied nor should be inferred.

It is not recommended to attempt to self-treat any disease with a far infrared sauna without direct supervision of a certified physician. If any of the items listed below apply to you, be certain to consult with your physician before using a far infrared sauna.

**Hydration** is a requirement as your body will sweat during sauna use. Drinking water is recommended before and after sauna use. Caffeinated beverages are not recommended as they dehydrate the body.

### **MEDICATIONS**

Individuals who are using prescription drugs should seek the advice of their personal physician or a pharmacist for possible changes in the drugs effect when the body is exposed to Far infrared waves or elevated body temperature. Diuretics, barbiturates and beta-blockers may impair the body's natural heat loss mechanisms. Some over the counter drugs such as antihistamines may also cause the body to be more prone to heat stroke.

### **CARDIOVASCULAR CONDITIONS**

Individuals with cardiovascular conditions or problems (hypertension I hypotension), congestive heart failure, impaired coronary circulation or those who are taking medications, which might affect blood pressure, should exercise extreme caution when exposed to prolonged heat. Heat stress increases cardiac output, blood flow, in an effort to transfer internal body heat to the outside environment via the skin (perspiration) and respiratory system. This takes place primarily due to major changes in the heart rate, which has the potential to increase by thirty (30) beats per minute for each degree increase in core body temperature.

### **ALCOHOL**

Contrary to popular belief, it is not advisable to attempt to "Sweat Out" a hangover. Alcohol intoxication decreases a person's judgment; therefore, they may not realize it when the body has a negative reaction to high heat. Alcohol also increases the heart rate, which may be further increased by heat stress.

### **CHRONIC CONDITIONS / DISEASES ASSOCIATED WITH A REDUCED ABILITY TO SWEAT OR PERSPIRE**

Parkinson's disease, Multiple Sclerosis, Central Nervous System Tumors, and Diabetes with neuropathy are conditions that are associated with impaired sweating.

## **HEMOPHILIACS / INDIVIDUALS PRONE TO BLEEDING**

The use of Infrared should be avoided by anyone who is predisposed to bleeding.

## **FEVER, INSENSITIVITY TO HEAT, PREGNANCY**

An individual that has a fever, insensitivity to heat, and pregnancy should not use the sauna.

## **JOINT INJURY**

If you have a recent (acute) joint injury, it should not be heated for the first 48 hours after an injury or until the hot and swollen symptoms subside. If you have a joint or joints that are chronically hot and swollen, these joints may respond poorly to vigorous heating of any kind. Vigorous heating is strictly contraindicated in cases of enclosed infections be they dental, in joints, or in any other tissues.

## **IMPLANTS**

Metal pins, rods, artificial joints or any other surgical implants generally reflect Far infrared waves and thus are not heated by this system, nevertheless you should consult your surgeon prior to using an Infrared Sauna. Certainly, the usage of an Infrared Sauna must be discontinued if you experience pain near any such implants. Silicone does absorb Far infrared energy. Implanted silicone or silicone prostheses for nose or ear replacement may be warmed by the Far infrared waves. Since silicone melts at over 200°C (392°F), it should not be adversely affected by the usage of an Infrared Sauna. It is still advised that you check with your surgeon and possibly a representative from the implant manufacturer to be certain.

## **SERVICES WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

I am fully aware of the risks and hazards connected with the use of the Equipment, including the risk of physical injury or disability as the result of such injury, and I am voluntarily participating in said Equipment usage, and entering the above named premises to engage in such usage. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY that may be sustained, or any loss or damage to property as a result of being engaged in such an activity.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs that may incur due to the use of Equipment by me.

It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assignees and personal representative, if I am not alive, and shall be deemed as a RELEASE, WAIVER, AND DISCHARGE of the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Maine .

I understand that the RELEASEES will not be responsible for any medical costs associated with any injury.

I understand that Sauna is provided for the basic purpose of relaxation, stress reduction, relief of muscular tension, and recovery from muscular tension. I further understand that Infrared Sauna should not be construed as a substitute for medical examination, diagnosis, or treatment and that I should see a physician, chiropractor, or other qualified medical specialist for any mental or physical ailment that I am aware of.

My signature below constitutes my acknowledgment that (1) I have read, understand, and fully agree to the foregoing CONSENT, (2) infrared sauna process has been satisfactorily explained to me and I have all of the information I desire and (3) I hereby give my authorization and consent. This CONSENT shall stand as long as I use the Equipment at the location now and in the future.

I have read the instructions for proper use of the facilities and do so at my own risk and hereby release the owners, operators, franchisers, or manufacturers, from any damage or harm that I might incur due to use of the facilities.

**IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read and understand the foregoing Waiver of Liability and Hold Harmless Agreement; I am at least eighteen (18) years of age and fully competent; I have given up considerable future legal rights; and I execute this Release freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated**

Furthermore, I agree that I will comply with all instructions on the use of infrared sauna devices and that I am using these services at my own risk. **I agree to use all sessions within the terms of the contract dates and understand that refunds are not given on unused portions of purchased packages.**

Print Name : \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Perfect Fit Health and Fitness**

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