

## Terms & Conditions

### RELEASE OF LIABILITY

I have elected to participate in a Ice and Wellness session with Robert Fazio and/or his affiliates. I acknowledge, appreciate, and agree that:

### AGREEMENT TO FOLLOW DIRECTIONS

I agree to observe and obey all posted rules and warnings and further agree to follow any oral instructions or directions given by Ice and Wellness, or the employees or representatives of Ice and Wellness . If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

I declare that I will always apply the techniques taught, including but not limited to breathing exercises and physical exercises, in a safe environment (e.g. sitting on a couch/floor) and unforced. I will never practice the techniques before or during diving, driving, swimming, taking a bath or any other environment/place where it might be dangerous to faint. I understand that the breathing exercise has a profound effect and should be practiced in the way it is explained.

### ASSUMPTION OF THE RISKS

I recognize on behalf of self, spouse, heirs, estate and assigns that the risk of injury from the activities involved in this program is significant. I recognize that severe injuries, including permanent paralysis or death can occur in sports or activities involving height or motion, the activities including but not limited to breath work, meditation, training routines with ice/cold/heat, physical exercises pertaining but not limited to yoga, swimming, running, climbing, and hiking and may be caused by terrain, facilities, temperature, extreme cold, ice baths, weather conditions, condition of participants, equipment, vehicular traffic, breathing exercises, lack of hydration, or other factors. Potential injuries include but are not limited to heart failure, loss of consciousness, and stroke and may be caused by terrain, facilities, temperature, extreme cold, ice baths, weather conditions, condition of participants, equipment, vehicular traffic, breathing exercises, lack of hydration, or other factors.

While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury still does exist. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of Ice and Wellness or others such as volunteers and trainers, and I assume full responsibility for my participation.

I acknowledge and understand that while participating in the activity of a Ice and Wellness session:

- I may be injured, physically or mentally, or may die
- My personal property may be lost, damaged or stolen at no responsibility to Ice and Wellness or any of its agents.

- Other participants may cause me injury or may damage my property
- I may cause injury to other persons or damage their property
- The conditions in which the activity is conducted may vary without warning
- I may be injured or die or suffer damage to my property as a result of the negligence or breach of contract
- There may be no or inadequate facilities for treatment or transport in case of an accident and/or injury
- I assume the risk of and responsibility for any injury, death or property damage resulting from my participation in the activity.

#### RELEASE

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless Ice and Wellness , their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event, for any and all injury, disability, death, or loss or damage to person or property arising out of my presence upon any facilities where related program and/or training is taking place, whether caused by the fault of myself, Robert Fazio, or other associated third parties, to the fullest extent permitted by law.

#### INDEMNIFICATION

I agree to indemnify and defend Robert Fazio against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my use of the facilities made available by Robert Fazio.

#### NO DURESS

I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing.

#### ARM'S LENGTH AGREEMENT

This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

#### ENFORCEABILITY

The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other application of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

## PHOTOGRAPH LICENSE

I understand while participating in this activity, I may be filmed or photographed. I grant a license to the activity organizer and affiliates to use my photo, video, or film likeness to be used for any legitimate purpose.

## GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the laws of the United States of America (without regard to the choice of law or conflicts of law principles). In the event of a dispute arising out of or in any way relating to this document or a Ice and Wellness session to which it refers, jurisdiction and venue shall be the courts of California and only in those courts. The parties irrevocably waive any objections or defenses based on lack of personal jurisdiction, improper venue, or forum non convenience. To the extent allowed by law, the parties waive their right(s) to a jury trial in any action arising out of or in connection with this document or Robert Fazio to which it refers. The parties further agree that any claims, disputes, or actions of any kind shall be resolved individually and without resort to any form of class action.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

## COVID-19

I voluntarily seek services provided by Ice and Wellness and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending my appointment. I attest that:

- I am not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- I have not traveled internationally within the last 14 days.
- I have not traveled to a highly impacted area within the United States of America in the last 14 days.
- I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as noncontagious by state or local public health authorities.
- I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

## PERSONAL INFORMATION

We will use your information to communicate with you about this resource and other solutions, events and related resources that may be of interest to you. You may opt-out at any time using the unsubscribe in messages you receive from us.

**CANCELLATION / REFUND POLICY**

No refund. No exchange.