



60 BRICK BLVD, BRICK TWP, NJ 08723
609-200-6282 | WWW.PRIMOIVMOBILE.COM



Primo IV Mobile: RELEASE OF LIABILITY

Participant Name: _____

Phone Number: _____

Email: _____

I have elected to participate in a Cold Plunge with a representative from Primo IV Mobile and/or one of their 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 a Primo IV Mobile representative. 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 Primo IV Mobile representative immediately.

ASSUMPTION OF THE RISKS

I recognize on behalf of myself, 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, including but not limited to breath work, training routines with ice/cold/heat, extreme cold, ice baths, weather conditions, condition of participants, equipment, or other factors. Potential injuries include but are not limited to heart failure, loss of consciousness, and stroke and may be caused by extreme cold, ice baths, weather conditions, condition of participants, equipment, 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 Primo IV Mobile 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 Primo IV Mobile session, while rare:

1. I could be injured, physically or mentally, or in extremely rare cases may die.
2. My personal property may be lost, damaged, or stolen at no responsibility of Primo IV Mobile.
3. Other participants may cause me injury or may damage my property.
4. I may cause injury to other persons or damage their property.
5. The conditions in which the activity is conducted may vary without warning.
6. I may be injured or die or suffer damage to my property as a result of negligence or breach of contract.



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7. There may be no or inadequate facilities for treatment or transport in case of an accident and/or injury.
8. 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 Primo IV Mobile, 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 the presence of a cold plunge or sauna and use thereof, whether caused by the fault of myself, Primo IV Mobile, or other associated third parties, to the fullest extent permitted by law.

INDEMNIFICATION

I agree to indemnify and defend Primo IV Mobile 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 Primo IV Mobile.

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.

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.



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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 Primo IV Mobile session to which it refers, jurisdiction and venue shall be the courts of New Jersey and only in those courts. The parties irrevocably waive any objections or defenses based on lack of personal jurisdiction, improper venue, or forum non conveniens. 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 Primo IV Mobile 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.

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 option in messages you receive from us.

[] I would like to subscribe to Primo IV Mobile's newsletter to receive the latest updates.

PARENT OR GUARDIAN SIGNATURE

If you are under the age of 18 when signing this Waiver and Agreement, your parent or legal guardian must also read this Waiver and Agreement.

[] Participant is a minor.

Have you cold plunged before? **YES NO**

Participant Signature: _____

Date: _____

Printed Name: _____

Parent/Guardian Signature (if applicable): _____

Date: _____

Printed Name: _____