BODYSONG SPA, LLC CONSENT, RELEASE AND INDEMNITY AGREEMENT

The Star T-Shock safely and effectively uses thermal shock to naturally destroy fat cells without any damage to the skin. The Star T-Shock breaks down fat cells, which your body naturally flushes out through the bloodstream and the lymphatic system in days to weeks following the treatment. Star T-Shock also helps reduce the appearance of fine lines and wrinkles by stimulating collagen and elastin production while tightening muscles. The Star T-Shock is also beneficial for facial toning and lifting. Protocols will be discussed and or adjusted during consultation based on recommendations and client needs.

I understand that the results of Star T-Shock fat and/or cellulite reduction treatment (hereinafter referred to as "T-Shock Treatment") may vary depending on many individual factors, including but not limited to: medical history, prior treatments of the area being treated, skin type, compliance with pre- and post-care instructions and individual responses. I understand that for purposes of fat/cellulite reduction and/or skin toning I must maintain good dietary habits, maintain sufficient intake of water and participate in light physical activity as well as comply with all items, instructions and guidelines discussed during consultation prior to T-Shock Treatment.

I have been informed and understand that, following T-Shock Treatment, a vigorous workout for at least thirty minutes is required on the same day in order to facilitate lymphatic drainage.

I understand that any procedure involves risk. Known risks of T-Shock Treatment may include, but are not limited to: redness, swelling, irritation, skin reaction, or increased heart rate. Some individuals may experience delayed onset muscle soreness from treatments on the stomach due to unintentionally engaging the abdominals. Such muscle soreness ordinarily disappears later the same day. T-Shock Treatment may also entail risks not presently known or knowable.

Star T-Shock treatment should not be performed under the following conditions
Please check conditions that apply:

1. over inflamed, infected, or swollen areas of the skin. _____
2. over/near cancerous areas or on clients with active cancer or undergoing chemotherapy. _____
3. on clients who suffer from Kidney-Disease or undergoing dialysis. _____
4. on clients who are pregnant. _____
5. on clients with varicose veins. _____
6. on clients who suffer from severe diabetes where sensation has been lost in the skin. _____
7. on clients with untreated abdominal hernia. _____
8. on clients who have had Botox treatments within 14 days. _____
9. on clients who have had Filler treatments within 30 days. _____

None of the above _____ Initial

By signing this agreement, I acknowledge and represent that, to the best of my knowledge, I do not have any of the foregoing conditions. I further acknowledge that I have been honest and forthright about my medical history and am healthy to receive T-Shock Treatment. I am not pregnant, nor do I have any other disease or condition that may be negatively impacted by T Shock Treatment. By signing this agreement, I voluntarily agree to assume all risks of undergoing T-Shock Treatment, whether included among the known risks listed above, or whether such risks are presently known, unknown or unknowable, including risks related to contracting COVID-19. I accept sole responsibility for any injury, illness, damage, loss, claim, liability, or expense of any kind that I incur in connection with T-Shock Treatment. I agree to unconditionally and forever release, covenant not to sue, discharge, and hold harmless BodySong Spa, LLC ("the Company"), it's officers, directors, employees, agents, affiliates, representatives, successors and assigns from any and all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to T-Shock Treatment. I further agree that if any third-party brings legal or equitable claims that in any way relate to or arise from T-Shock Treatment performed on me against the Company and/or the Company's officers, directors, employees, agents, affiliates, representatives, successors and assigns (the "Indemnified Parties"), I will indemnify the Indemnified Parties for any liability or litigation costs incurred by Indemnified Parties as a result of such claims.

Photograph Release:

I agree to have my photograph taken for my treatment to document my results. _____ **Initial**

I give permission for photographs and other audio-visual and graphic materials to be used for marketing, education-promotion purposes. Although the photographs or accompanying material will not contain my name or any other identifying information, I am aware that I will not be identified in the photos. ____ **Initial**

Appointment and Cancellation Policy:

To best serve our clients and our staff, we require a minimum 24-hour notice via telephone/text (520) 284-7400 or e-mail to info@BodySongSpa.com to cancel or change any appointment. Cancellations with less than 24-hour notice or no-shows result in our inability to utilize that time for other clients. To ensure our cancellation policy is upheld, we require a credit card to book any appointment.

LATE ARRIVALS / CANCELLATIONS / MISSED APPOINTMENTS (failure to show up). Arriving late: Your session will consist of whatever your allotted time remains or a $75 penalty will be charged for the loss of that time slot. If possible, if the schedule allows, we will do our best to fit you in later that same day without penalty.

- **If you have a single session appointment and fail to show up or fail to provide 24-hour advance notice – You will be charged the full amount of the scheduled service. If you provide at least 24 hours advance notice of cancellation, your non-refundable, pre-paid balance will be applied to reschedule an available appointment date of your choosing.**
- **If you purchase a package plan and fail to show up for an appointment or cancel less than 24 hours in advance, you will forfeit that session, or additional sessions can be purchased at the package rate to replace the missed sessions. _____ Initial.**

We appreciate your respect for our Appointment and Cancellation Policy.

No REFUNDS on SPA Services or Spa Packages (packages consist of two or more sessions). Unused portions of spa services, or packages are not refundable for any reason, however, they can be rescheduled for up to 12 months from purchase or transferred to another person for use within that 12-month period. A **Spa Credit** will be issued on **products** returned within 30 days of purchase. Purchases must be unopened and saleable to be eligible for a spa credit. All single sessions require a $30 non-refundable deposit to schedule. _____ **Initial.**

Acknowledgement: I understand each person has a different response to the T-Shock Treatment. The risks, benefits, and possible results have been explained to me. I have been provided the opportunity to ask questions and received satisfactory responses.

I agree that results are subjective and that my lifestyle can mitigate these results; therefore, the cost of the procedures is non-refundable.

BY SIGNING BELOW, I ACKNOWLEDGE AND CERTIFY THAT I HAVE READ AND UNDERSTAND THE "CONSENT, RELEASE AND INDEMNITY AGREEMENT" AND FOR THIS TREATMENT, AND THAT I AM SIGNING IT VOLUNTARILY. SHOULD ANY PAIN OR DISCOMFORT OCCUR I WILL IMMEDIATELY NOTIFY THE BODYSONG STAFF. I UNDERSTAND THAT I MUST BE AT LEAST 18 YRS OLD TO PARTICIPATE IN THIS TREATMENT. I UNDERSTAND THAT **ALL SALES ARE FINAL - THERE ARE NO REFUNDS.**

Date_____ _____ Print Name

_____ Signature