



# NEW CLIENT WAIVER RELEASE

## Golden Biohack, LLC Facility & Biohacking Equipment Use Agreement Acknowledgment & Waiver of Risk & Liability (the “Agreement”)

I, \_\_\_\_\_, desire to use the facilities of Golden Biohack, LLC (hereinafter referred to as “Golden Biohack”), located at 4653 Table Mountain Drive, Golden, Colorado 80403 and prior to and in preparation for using Golden Biohack, I hereby, of my own volition, acknowledge and agree to the following terms and conditions:

Assumption of Risks and Certifications. Golden Biohack is providing the following pieces of biohacking equipment (the “Equipment”) for use by me:

InBody 770	Shiva Brain System
NanoVi Exo	TcDS
Vielight	Cryo Skin 3.0
EEG Brain Trainer (Neuroptimal)	Cryo Chamber
Adaptive Resistance Exercise Equipment (ARX)	Whole Body Vibration Plate
Photobiomodulation Pod	Trussi Hydrogen Enriched Water
PEMF	Smartfit Wall
WAVI EEG	Vasper

(Please also review and execute Contraindications. Addendum, which contains equipment specific information, regardless of whether or not you intend to use the Vasper system).

I understand, recognize, and acknowledge that exercise using the Equipment involves an inherent risk of serious injury and/or damage.

I acknowledge, understand, and agree that although Golden Biohack offers a variety of products, services, programs, equipment (including, but not limited to the Equipment), and facilities (collectively referred to as the “Golden Biohack Services”), some Golden Biohack Services may not be safe for my use. As such, Golden Biohack does not represent that any or all of the Golden Biohack Services are safe or appropriate for my use. I understand that it is my sole responsibility to consult a licensed physician in the state of Colorado prior to and with regard to my participation in and continued use of, the Golden Biohack Services.

I hereby further acknowledge and agree that I will seek continued counsel from my medical practitioner or licensed physician during the period of time in which I utilize Golden Biohack Services for his or her clinical guidance with regard to my health and wellbeing. I understand that none of the Equipment, nor any of the Golden Biohack Services, are intended to be a medical device. Nor are any Equipment or Golden Biohack Services intended to diagnose, treat, cure, or prevent any diseases.



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I have read this Agreement and I understand the nature of the Equipment and all other Golden Biohack Services. I hereby certify that a Golden Biohack employee has adequately explained both the Equipment and Golden Biohack Services, and their associated technology, to me.

I acknowledge that my use of the Golden Biohack Services and Equipment may involve risk of serious injury. I KNOWINGLY ASSUME ALL RISKS involved therewith, including, but not limited to, permanent disability and death, in which severe social and economic losses may result not only from my own actions, inactions, or negligence, but from the action, inaction, or negligence of others, including without limitation:

- a. Golden Biohack, its officers, directors, employees, agents, independent contractors, vendors, affiliates, or landlords; or other clients of or visitors to Golden Biohack.
- b. The condition of the equipment (including, but not limited to, the Equipment) and/or the facilities (including without limitation parking lots, locker rooms, and other common areas); The intended or unintended effects of Golden Biohack Services; and/or Other risks that may not be known to me at this time.
- c. I further acknowledge that there are potentially dangerous conditions that are present at Golden Biohack, including without limitation, extreme heat, extreme humidity, extreme cold, slippery surfaces and floors, and heavy equipment, machinery, or other materials used in the provision of Golden Biohack Services or the operations of Golden Biohack. I KNOWINGLY ASSUME ALL RISKS associated therewith.

I agree that before I use any Golden Biohack Services that I will thoroughly inspect, review and examine the facilities, equipment, and/or physical requirements to determine whether I can safely use or participate in those Golden Biohack Services. In the event that I determine that anything related to the Golden Biohack Services is unsafe for my use or participation, I will immediately advise and inform the Golden Biohack technicians of the unsafe condition and I will not utilize that Golden Biohack Service until such conditions are corrected or otherwise made safe for my use.

I represent and warrant that I have reasonably concluded that I am physically fit and have no medical condition which would prevent my full participation in or use of the Golden Biohack services and Equipment. I further acknowledge that at no time have I been advised by a medical practitioner that I am not fit or would be endangered by utilizing the Golden Biohack Services or Equipment, or services or equipment that are substantially similar to Golden Biohack Services. I confirm that if I experience any pain or mental or physical discomfort at any time during my use of the Golden Biohack Services or Equipment, I am advised to terminate the session immediately upon my own volition.

Further, I will advise a Golden Biohack employee IMMEDIATELY if I feel any pain or discomfort.



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## **Waiver and Release.**

**A.** In consideration of the permission granted to me by Golden Biohack to use the Golden Biohack Services and Equipment today and on any future dates, I, on behalf of myself, my family, heirs, personal representatives and assigns (myself and the other parties, collectively the “Customer Parties”), do hereby fully and forever Golden Biohack and its respective affiliates, owners, shareholders, directors, officers, employees, volunteers, independent contractors and agents and their respective successors and assigns (together with Golden Biohack, hereinafter collectively referred to as the “Golden Biohack Group”) from and agree not to sue, or institute, prosecute or pursue any action concerning any claim, duty, obligation or cause of action relating to: any injuries or damages of any kind whatsoever, whether presently known or unknown, suspected or unsuspected, that I may possess or incur arising directly or indirectly from, or any omissions, acts, or facts that have occurred or may occur relating to my use of the Equipment or Golden Biohack Services today and on any future date, including, without limitation, any injuries that may arise, directly or indirectly therefrom.

**B.** I, and the Customer Parties, release, waive, discharge, and covenant not to sue Golden Biohack or any member of the Golden Biohack Group from demands, losses, or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of Golden Biohack otherwise related to my use of Golden Biohack Services. I, and the Customer Parties, further agree to indemnify, defend and hold Golden Biohack and any member of the Golden Biohack Group harmless from any and all liabilities, claims, and obligations of any kind or nature whatsoever relating to my use of Golden Biohack Services or Equipment today and on any future date, including, without limitation, the negligence of any of the Golden Biohack Group, but excluding any such liabilities, claims, and obligations which arise out of any fraud, gross negligence, or willful misconduct of any of the Golden Biohack Group. I and the Customer Parties further agree to reimburse the Golden Biohack Group for any costs, fees, and expenses incurred by the Golden Biohack Group (including reasonable attorneys’ fees) in connection with any such included claim brought by myself or the Customer Parties, regardless of whether the claim is made in a court of law.

**C.** Photography and Video Recording: By entering and by my presence at Golden Biohack, I hereby consent to be photographed, filmed and/or otherwise recorded. I acknowledge that my entry constitutes my consent to such photography, filming and/or recording and to any use by Golden Biohack and the Golden Biohack Group, in any and all media in perpetuity, of my appearance, voice and name for any purpose whatsoever. I understand that all photography, filming and/or recording will be done in reliance on this consent given by me by entering Golden Biohack.

**D.** Acknowledgment and Understanding: I have read this entire Agreement and fully understand



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its terms. I acknowledge that I am signing this Agreement freely and voluntarily and intend my signature to signify a complete assumption of the risks of use of the Equipment and Golden Biohack Services to the greatest extent allowed by law in the state of Colorado.

I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the state of Colorado, and that this Agreement shall be governed by and interpreted in accordance with the laws of the state of Colorado. I agree that any disputes, differences or controversies arising under this Agreement shall be settled and finally determined by arbitration, including disputes regarding the validity or enforceability of this Agreement or any part of it. The arbitration shall be conducted on a confidential basis pursuant to JAMS Comprehensive Arbitration Rules and Procedures and with the use of a JAMS arbitrator. The arbitrator shall be agreed upon by the parties. If the parties are unable to agree on an arbitrator, each party shall select one arbitrator and those two arbitrators shall agree on a third arbitrator to serve as a panel of three arbitrators. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction. I expressly agree that arbitration as provided herein shall be the exclusive means for determination of all matters arising in connection with this Agreement and neither party hereto shall institute any action or proceeding in any court of law or equity other than to request enforcement of the arbitrators' award hereunder. The foregoing sentence shall be a bona fide defense to any action or proceeding instituted contrary to this Agreement.

Customer's Initials: \_\_\_\_\_

I further understand that I am giving up substantial rights, including my right and the right of my family, heirs, personal representatives and assigns to sue the Golden Biohack Group in connection with my use of Golden Biohack Services and Equipment. I acknowledge that I am signing this Agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability of the Golden Biohack Group regarding the subject matter hereof to the greatest extent allowed by law in the state of Colorado. I understand that this Agreement contains the entire agreement between myself and Golden Biohack. In using Golden Biohack Services and Equipment, I am not relying on any collateral agreements or representations, written or oral, that are not contained in this Agreement. The provisions of this Agreement are intended to comply with all applicable laws.

If, however, a court or arbitrator determines that any provision is unenforceable, then such provision shall be reformed as necessary to comply with and be enforceable under applicable law.



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If a court or arbitrator determines that any provision of this Agreement is unenforceable and cannot be reformed, then such provision shall be deemed eliminated from this Agreement to the extent necessary to permit the remaining provisions of this Agreement to be enforced.

I have reasonably concluded that I am physically fit and have no medical condition which would prevent my full use of Golden Biohack Services or Equipment, and at no time have I been advised by a medical practitioner that I am not fit or would be endangered by utilizing the Golden Biohack Services or Equipment that are substantially similar to Golden Biohack Services. I am over the age of 18. I have completely read this Agreement. I have carefully read the above Agreement and attached addendum, and understand that I am giving up substantial rights by signing the Agreement and addendum, but do so voluntarily.

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

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

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

## Emergency Contact Information

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_