

## Terms of Service

I understand that participating in intravenous (“IV”) hydration, vitamin/supplement administration, pharmaceutical administration, programs and services made available by (Enjoiful Vitamin Infusions) carries risks. Risks include, but are not limited to, injury, bleeding, infection, inflammation/swelling, bruising or scarring from IV infiltration, extraction and extravasation, misplacement of IV lines in the body, air embolism, fluid overload, medication adverse interactions, nerve injuries, lightheadedness or fainting. To the extent that I fail to disclose any of my health conditions, medications or drug use in advance, I acknowledge and agree that the sole risk of injury or harm resulting in any manner from my choosing to participate in such regimen, programs, and services rests entirely with me. I expressly represent to Enjoiful Vitamin Infusions that I have never been diagnosed with nor treated for any diseases, illnesses or conditions which may result in increased risk when I participate in regimens, programs or services made available by Enjoiful Vitamin Infusions. In addition, I am not choosing to participate with any expectation that Enjoiful Vitamin Infusions will screen for, diagnose, monitor, or otherwise provide any care or treatment for such conditions. I acknowledge and understand that Enjoiful Vitamin Infusions is relying upon the foregoing representations that I am providing to Enjoiful Vitamin Infusions in choosing to accept me for participation in its program(s) or service(s). I acknowledge that Enjoiful Vitamin Infusions made no warranties or guarantees as to the results or general success of the IV, vitamin/supplement administration, pharmaceutical administration, programs or any other services made available by Enjoiful Vitamin Infusions and all expressions made by Enjoiful Vitamin Infusions relative thereto, are opinions that should not be relied upon. I acknowledge that ancillary damages may occur to my property as a result of participating in IV hydration,

**vitamin/supplement administration, pharmaceutical administration, or any program/service made available by Enjoiful Vitamin Infusions. I hereby hold Enjoiful Vitamin Infusions entirely harmless and will fully indemnify Enjoiful Vitamin Infusions against all such damages.**

1. Notice Regarding Your Financial Responsibility for Services. Neither the Practice nor any of its Providers are enrolled with or a participating provider with any federal or state healthcare programs (i.e., Medicare, Medicaid) for the provision of any healthcare services or supplies and, as such, you acknowledge and agree that (1) you have sole financial responsibility for all Subscription services or products you purchase, and (2) neither you, nor the Practice may submit a claim for reimbursement to any federal or state healthcare program for the costs of the services and products provided to you.
2. You agree to defend, indemnify and hold the Practice, its officers, directors, managers, partners, employees, agents, and suppliers harmless from and against all third-party claims, demands, damages, liabilities, costs and expenses including reasonable attorneys' fees against or incurred by the Practice arising out of your: (1) breach of these terms; (2) violation by you of any and all applicable laws, regulations or rules; or (3) your use of the Program's materials or features in an unauthorized manner.
3. Arbitration Agreement. You agree that any dispute between you and the Practice shall be resolved by binding, individual arbitration conducted before one commercial arbitrator from the American Arbitration Association ("AAA"), and you knowingly waive your rights to a jury trial and to participate in a class action lawsuit or class-wide arbitration. The arbitration will be governed by the

AAA's commercial arbitration rules and payment of arbitration costs will be governed by the AAA's fee schedule.

4. Disclaimer.

- a. The Services are not intended for individuals under the age of eighteen (18), and individuals under the age of eighteen (18) need a guardian or parents permission before receiving an IV vitamin infusion.
- b. Your compliance with all the terms described herein, as well as all applicable laws and regulations, is a condition of your participation in the Program.
- c. Your interactions with the Practice and participation in the Program is not intended to take the place of your relationship with your regular health care practitioners.
- d. The Practice does not guarantee any specific outcomes associated with your participation in the Program.
- e. You agree that the Practice shall not be liable for any damages, losses, or liabilities arising from the use of or reliance on the Program.

5. Acknowledgment. You have read and understand the information provided above and understand and agree to the terms in this Agreement, including the services, payment methods, and cancellation policy.

6. Cancellations. WE REQUIRE AT LEAST 24 HOURS ADVANCED NOTICE OF CANCELLATION. You will be charged half the price of the booked service should you not provide at least 24 hours advanced notice of cancellation. If you book your service less than 1 hour in advance, you may not cancel. Group appointments follow the same parameters as single appointments and will be charged for all people booked unless you provide 1 hour advanced notice of any cancellations. For example, if you book a service for six (6) people, but only four (4) are present for the service with no 24 hours advanced notice for the other two (2) patients, you will be charged half the price of the booked service for each of the canceled services. MISSED APPOINTMENTS ARE NON-REFUNDABLE.

7. Refunds are determined on a case-to-case basis.