

Isthmus Wellness Agreement

Client Name: _____ Phone: _____ Email: _____
Address: _____
Date: _____

Thank you for choosing Isthmus Wellness for your care. Rates are available on Isthmus Wellness' price sheet, or on Isthmus Wellness' website: <http://isthmuswellness.com/services/rates-and-packages/>. The following terms and conditions apply to all services received from Isthmus Wellness:

- 1. Cancellation Notice.** Once an appointment is scheduled, I understand that I will be expected to pay for it unless I provide 24 hours' notice of cancellation. If the treatment provider is unable to start on time, I will receive the full session. If I am late, the treatment provider will likely be unable to meet for the full time, and I will still be responsible for full payment. Isthmus Wellness will charge my card on file for any for canceled appointments without the required 24 hours' notice.
- 2. Declined Payment.** If my card is declined or my check is returned and not honored by my bank for any reason, and I do not provide payment within 7 days of receiving notification of the declined transaction, I will be assessed a \$25 fee per month until Isthmus Wellness receives full payment from me.
- 3. Insurance.** Isthmus Wellness does not process insurance, but will provide a receipt for me to submit to my own insurance company or flexible spending account. I am responsible for determining whether the expenses I incur at Isthmus Wellness are eligible for any reimbursement through my insurance or flexible spending account, and Isthmus Wellness makes no representations as to whether such expenses are or should be reimbursable.
- 4. Late Payments.** Payment is due at the time of service. Any payment not received at the time of service is considered a late payment. Late payments will be subject to a 1% per month/12% per annum finance charge.
- 5. Refunds.** No refunds will be issued.
- 6. Essential Oils.** I understand that the use of essential oils will be an additional charge based on the number of drops and type of oil used.
- 7. Acupuncture Risks and side effects.** I understand that acupuncture involves the use of the insertion of pre-sterilized disposable acupuncture needles through the skin and/or application of heat or electro stimulation to the skin or both at certain points on the body. I understand that essential oils (for an extra charge), moxabustion and liniments, acupressure, cupping and guasha may also be used. I understand that acupuncture carries with it inherent risks and potential side effects including without limitation bruising, needle sickness, broken needles, pain and although rare, infection. I understand that if I am pregnant or may be pregnant I may be at increased risk and should not receive acupuncture unless it is recommended by my physician.
- 8. Massage risks and side effects.** I understand that massage contains inherent risks and potential side effects including without limitation soreness, pain and discomfort, and although uncommon, massage may cause new injuries and aggravate existing injuries. I understand that if I am pregnant or may be pregnant I may be at increased risk and should not receive massage unless it is recommended by my

physician.

9. **Sauna/Halo Therapy/LED Therapy risks and side effects.** I understand that use of these amenities contains inherent risks and potential side effects including without limitation lightheadedness, dizziness, unconsciousness, and heat exhaustion. I understand that if I am pregnant or may be pregnant I may be at increased risk and should not use the sauna unless it is recommended by my physician.
10. **Maya abdominal therapy risks and side effects.** I understand that maya abdominal therapy contains inherent risks and potential side effects including without limitation injury in the pelvic area, abdomen and back, and although uncommon may cause damage to internal organs and tissues and cause miscarriage. I understand that if I am pregnant or may be pregnant I may be at increased risk and should not participate in maya abdominal therapy unless it is recommended by my physician. I understand this information may be used for the purpose of practitioner certification and/or may be shared with the Arvigo Institute, LLC for statistical data collection only. Personal identifying information will not be used.
11. **Limitation of Liability.** In recognition of the relative risks and benefits of treatment, I have chosen to continue with receiving treatment. I agree that I have consulted my physician to determine whether acupuncture, cupping, facial rejuvenation, massage, bodywork, sauna, infrared therapy, maya abdominal therapy, craniosacral therapy, energy healing, nondual healing and/or any other treatment or therapy I receive from Isthmus Wellness is an appropriate treatment for me and I understand that the treatment that I am seeking is not a replacement for medical care. I understand that the treatment providers do not diagnose medical illness, disease or other physical or mental conditions. I understand that there is no guarantee that any treatment that I receive at Isthmus Wellness will be beneficial, and in fact may worsen my condition. I agree to provide Isthmus Wellness with information about my health and health history including without limitation any health conditions including reproductive issues, pregnancy status, treatment I am receiving, allergens, any pharmaceuticals, supplements, steroids or other drugs I am taking, and diet and exercise information. I agree to indemnify and hold harmless Isthmus Wellness and its employees, contractors, agents, officers and directors from and against any and all claims, damages, obligations, losses, costs or debt and expenses (including attorney's fees) resulting from or arising out of my failure to investigate and provide accurate information relating to my health or health history or arising from the negligence of Isthmus Wellness and its employees, contractors, agents, officers and directors. In no event shall Isthmus Wellness or its employees, contractors, agents, officers and directors be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill or other intangible losses resulting from my failure to provide accurate information relating to my health or health history or arising from the negligence of Isthmus Wellness and its employees, contractors, agents, officers and directors. I agree that my damages shall be limited to the amount paid for services to Isthmus Wellness.
12. **Informed Consent.** I am being asked to release rights that I may have to make claims of personal injuries and damages caused by the negligence of Isthmus Wellness. I understand that I have the right to bargain for a different type of release or for no release at all. If I want to bargain, I can contact Chandon Williams or Isthmus Wellness.
13. **Prices.** Prices are subject to change at the discretion of Isthmus Wellness with 30 days' notice which will be posted on Isthmus Wellness' website.
14. **Confidentiality.** Isthmus Wellness agrees to keep all communications and documentation related to my health and treatment at Isthmus Wellness confidential. Isthmus Wellness will not release any information about my treatment to others without my written authorized consent.
15. **Privacy Practices.** I have been given the opportunity to review Isthmus Wellness' privacy practices.
16. **Entire Agreement.** No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the Parties.

- 17. Severability.** If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.
- 18. Headings.** The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.
- 19. Governing Law and Venue.** This Agreement is to be construed in accordance with and governed by the laws of Wisconsin and venued in Dane County, Wisconsin.

Client

Date

I am the parent or legal guardian of the above named individual, and I authorize that my child may receive treatment at Isthmus Wellness.

Child's name

Parent/guardian signature

Date