

COVID – 19 Waiver of Liability, Assumption of Risk, Risk Assessment & Indemnity Agreement

In consideration for being permitted to voluntarily use the facility, equipment, services, or interventional therapies located at the facility (the “Office”) at 7710 Fay Ave. La Jolla, CA 92037 by ASAP IVs (the “Provider”) or to participate in services or interventional therapies by the Provider at the Office or at any other location, I acknowledge that use of the facility, equipment, services, or interventional therapies involves the risk of injury to my guests, and me, whether I or someone else causes it. I further understand that the specific risks and contraindications vary from one activity, therapy, or service to another and that the risks range from minor injuries to major injuries, including death.

COVID -19

I further understand that the novel coronavirus, COVID-19 has been declared a worldwide global pandemic by the World Health Organization, The United States Government, The State of California, San Diego County and The City of San Diego. As a result, federal, state and local governments and federal state and health agencies recommend social distancing, the closure of certain businesses, and the prohibition of the congregation of groups of people over a certain number.

The Provider has taken significant steps to put in place preventative measures to reduce the spread of COVID-19 and to attempt to reduce the likelihood of exposure to COVID-19. The Provider is also following the federal, state and local government and health agency guidelines; however the Provider, and its affiliates, officers, owners, employees, agents, representatives, successors, and assigns **CANNOT GUARENTEE** that I, my family, spouse, children and any unborn children, or my guests or relatives will not become infected with COVID-19. Further, I understand that my voluntary attendance, presence, participation in services, treatments or use of equipment at the Office or by the Provider may **INCREASE THE RISK OF** my family, spouse, children, and any unborn children, or my guests or relatives **BEING EXPOSED TO AND/OR CONTRACING COVID-19.**

By initialing this Agreement here, I acknowledge the **HIGHLY CONTAGIOUS** nature of COVID-19 and voluntarily assume the risk that my family, spouse, children and any unborn children, my guests or relatives and I may be exposed to or infected by COVID-19 by attending, participating in services or treatments and/or being present at the Office or by the Provider and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Office or by the Provider may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Provider’s employees, agents, contractors, owners, or other clients or members.

COVID-19 RISK ASSESSMENT

I understand that in order to voluntarily participate in any services or interventional therapies by the Provider, either at the Office or any other location, I must complete a COVID-19 Risk Assessment and consent to having my temperature taken and recorded along with answering a verbal COVID-19 assessment each time I enter the Office or receive a therapy at any other location.

I nevertheless choose to request permission to voluntarily participate in services, treatments, or activities at the Office or services or interventional therapies by the Provider. I hereby waive all claims against the Office and the Provider and damages for personal injury or death that may occur as a result of my voluntary participation in treatments, activities, use of equipment, services or interventional therapies by the Provider at the Office or any other location.

In consideration of my participation in the activities, services, or interventional therapies offered by Provider, I understand, agree to and voluntarily accept such risks of injury and agree that the Office and the Provider, its officers, directors, owners, employees, volunteers, agents and independent contractors will not be liable for any such injury, including, without limitation, personal, bodily, or mental injury, any loss or theft of any personal property, any economic loss or any damage to me, my spouse, my children and any unborn children, or my guests or relatives resulting from the active or passive negligence of the Office and the Provider or anyone on the Office's or Provider's behalf or anyone using the Office's or Provider's facilities whether related to services, interventional therapies, treatments, activities, use of equipment or not. My assumption of risk includes, without limitation, my use of any equipment (mechanical or otherwise), ramps, entrances, sidewalk, restrooms, lobby area, any equipment on the Office's premises or at any other location by the Provider. I understand and agree that this waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) my use of any and all equipment or facilities which may malfunction or break, (b) the Office's or Provider's improper maintenance of any and all equipment or facilities, (c) The Office's or Provider's negligent supervision, including all activities and treatments, (d) the Office's or Provider's inadequate security or staffing, and (e) my slipping and/or falling while on the Office's or Provider's premises for any reason, including the Office's or Provider's negligent inspection or maintenance of its facility or equipment.

I hereby confirm that no warranty, representation or guarantee, or any other assurance or prediction of outcome has been made to me concerning the results of any services or interventional treatments by the Provider, either at the Office or any other location, and that I am fully aware of the risks and hazards connected with the use the Office, or from any service or interventional therapy by the Provider, including the risk of physical injury or disability and/or death as the result of such use, and I am voluntarily participating in said usage, and entering the Office to engage in such usage, or any service or interventional therapy by the Provider. I

voluntarily assume full responsibility for any risks of loss, property damage or personal injury that may be sustained, or any loss or damage to property as a result of being engaged in such an activity. I confirm that this consent is being given in advance of any treatment, is being given voluntarily and that the administration of the process, and possible adverse reactions, side effects or other possible complications associated with the services and interventional therapies offered by the Provider have been explained to me.

I understand that the services and interventional therapies are designed for possible fitness, wellness, and appearance enhancing use only by persons in good general health. I have been advised by reading this form that if I suffer from any medical condition or illness whatsoever I will disclose these conditions to the Provider, who assumes the right of refusal of services or interventional therapies based on the presence of these medical conditions or illnesses.

I understand that I take full responsibility for any willful or accidental damage I or my guests or my invitees may commit or cause while at the Office and I will pay immediate restitution to the owners for any and all damages.

Physical and mental conditions discussed herein and on asapivs.com are representative of commonly known and studied applications and symptoms, but none of the treatments, services, or interventional therapies are represented or guaranteed to diagnose or cure specific diseases, symptoms or conditions.

By execution of this agreement, I hereby agree to indemnify and hold harmless the Office and the Provider and its affiliates, officers, owners, employees, agents, representatives, successors, and assigns from any and all loss, liability, damage or cost I may incur due to my presence at the Office or from mobile therapies and services by the Provider. I further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by law in the state of California and that if any portion thereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Office and its employees, and the Provider and its employees, owners, affiliates, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in services or treatments or my attendance or presence at the Office or through services and interventional therapies by the Provider.