

## RECOVERY WAIVER

**Full Name**

**Email Address**

**Gender**

**Street Address**

**City**

**Province/Region**

**Zipcode**

**Country**

**Date of Birth**

I (herein after referred to as "Client") desire to use the facilities of Evexia, located at 2/2 Nuban Street, Currumbin Waters, and in consideration for using the Spa and its related services, Client agrees to the following terms and conditions therein:

1. I acknowledge and affirm that I am in good physical condition, including the absence of any skin conditions that may react to the treatments/facilities provided by Evexia, and have consulted with a physician who approves Client's use of the Spa and its related services, including without limitation, the sauna, spa, cold baths, compression garment's.
  1. I acknowledge that I will be engaging in activities that involve risk of serious injury, including 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, the condition of the equipment and/or the facilities (including parking lots), and/or other risks that may not be known to Client at the this time.
  2. I further acknowledge that there are potentially dangerous conditions that are present at the Spa, including without limitation, extreme heat, extreme cold, slippery surfaces and floors, including the presence of water, soap, and associated salts and chemicals.
  3. I agree that before I use any of the services and/or facilities at Evexia, that I will thoroughly inspect and examine the facilities and/or equipment to determine whether facilities and/or equipment are in safe proper working condition. In the event that I determine that anything related to the facility and/or equipment is unsafe, I will immediately advise and inform a staff member at Evexia the unsafe condition and I will not utilize the facility and/or the equipment until such conditions are corrected and made safe for use by Client.
  4. DESPITE BEING AWARE OF THE RISKS INVOLVED FOR THE USE OF THE SPA AND ITS RELATED SERVICES, CLIENT VOLUNTARILY DESI  
AGREES TO USE THE SPA AND ITS RELATED SERVICES. CLIENT ASSUMES ALL FOREGOING RISKS AND ACCEPTS PERSONAL RESPONSII  
ANY DAMAGES FOLLOWING SUCH INJURY, PERMANENT DISABILITY, OR DEATH.
  5. As further consideration for the privilege to use the facilities at Evexia, the Client agrees that neither he/she, nor his/her spouse, domestic partner, heirs, assignees, guardians, or legal representatives will make any claim against Evexia or any of its officers, directors, employees, agents, independent contractors, shareholders, insurance companies, attorneys, affiliates, subcontractors, vendors, landlords, lessors, and/or its successors in interest for any injury, property loss, and/or damages resulting from Client's presence and use of Evexia and its related services.
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1. CLIENT RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE EVEXIA OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, SHAREHOLDERS, INSURANCE COMPANIES, ATTORNEYS, AFFILIATES, SUBCONTRACTORS, VE  
LANDLORDS, LESSORS, AND/OR ITS SUCESSORS IN INTEREST (COLLECTIVELY, "RELEASEES") FROM DEMANDS, LOSSES, OR DAMA  
ACCOUNT OF INJURY, INCLUDING DEATH OR DAMAGE TO PROPERTY, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART  
NEGLIGENCE OF THE RELEASEES OR OTHERWISE RELATED TO THE USE OF THE EVEXIA FACILITIES AND ITS RELATED SERVICES.
  2. CLIENT FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD EVEXIA, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, SHAREHOLDERS, INSURANCE COMPANIES, ATTORNEYS, AFFILIATES, SUBCONTRACTORS, VE  
LANDLORDS, LESSORS, AND/OR ITS SUCESSORS IN INTEREST HARMLESS FROM ALL CLAIMS, ACTIONS, OR DEMANDS, WHETHER OR  
MATTERS ARE FILED IN A COURT WITH PROPER JURISDICTION OR THROUGH ARBITRATION, THAT MAY RESULT FROM MY USE OF THE  
ITS RELATED SERVICES, INCLUDING WITHOUT LIMITATION, CLAIMS FOR BODILY INJURY, EMOTIONAL INJURY, SICKNESS, LOSS OF P  
AND/OR OTHER DAMAGES.
  3. I acknowledge that Evexia has the right to refuse service and the use of the facilities to any person whose conduct is harassing, offensive, inappropriate or is an unreasonable disturbance to other clients, guests, vendors, employees, agents, and/or independent contractors, and that any such conduct which shall result in the Client's expulsion and termination of the use of Evexia and its related services, without

refund of moneys advanced for such use and services.

I HAVE CAREFULLY READ THE ABOVE USE AGREEMENT, WAIVER AND RELEASE OF LIABILITY AND UNDERSTAND THAT I HAVE GIVEN UP SOME RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.

☐ I agree to these terms.

**Have you ever had any form of heart disease, shortness of breath, chest pains, diabetes or dizziness? \***

☐ Yes ☐ No

**Sign your name below:**

Please read the [Electronic Records and Signature Disclosure](#)

☐ I agree to use electronic records and signatures