

RELEASE, INDEMNIFICATION, AND WAIVER OF LIABILITY AGREEMENT

PLEASE READ THIS RELEASE, INDEMNIFICATION, WAIVER OF LIABILITY AGREEMENT CAREFULLY BEFORE SIGNING. BY SIGNING THIS AGREEMENT, YOU INDICATE YOU UNDERSTAND AND VOLUNTARILY FORM AND AGREE WITH THIS AGREEMENT AND ALL TERMS. BY FORMING THIS AGREEMENT, YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN THE EVENT OF UNWANTED REACTION TO YOUR USE OF THE WELLNESS CAPSULE.

THIS RELEASE, INDEMNIFICATION AND WAIVER OF LIABILITY AGREEMENT (“Agreement”) releases Kia-Ora Wellness, LLC (“Kia-Ora”). The “Effective Date” of this Agreement is the date on which you, the consumer electing to use the Wellness Capsule (“You”), sign the Agreement. The term “Representatives” as used in this Agreement includes each and all past, present, and future members, managers, officers, owners, directors, shareholders, agents, staff members, employees, representatives, heirs, executors, successors, assigns, subsidiaries, parent entities, and affiliated entities of Kia-Ora or You, respectively.

1. The Wellness Capsule is a body chamber providing a multi-sensory experience that integrates dry heat sauna, vibratory massage, a sound system, ambient light, aroma, and other features. While the Wellness Capsule is intended for relaxation, wellness, and fitness, You understand and agree that (a) each individual is unique, and You may react negatively or experience unpleasant, negative, or even injurious results, including but not limited to death, in connection with your use of the Wellness Capsule; (b) the short and long-term results associated with use of the Wellness Capsule have not been established; (c) Kia-Ora cannot guarantee that the Wellness Capsule will not malfunction.
2. Despite the foregoing, You voluntarily elect to use the Wellness Capsule, and You understand and agree that You bear sole risk and liability for your experience in connection with, and for the results of your use of, the Wellness Capsule, as well as for your voluntary decision to use the Wellness Capsule.
3. **Before signing this Agreement, You affirm the following:**

A. I understand that use of the Wellness Capsule is not recommended for individuals with any of the following conditions, and I affirm that I have none of the following conditions:

Epilepsy/light headedness	Active Cancer
Claustrophobia	Broken bones or slipped disc
Infectious/contagious skin conditions; skin lesions, abrasions and/or areas of inflammation/persistent erythema/allergies	Intoxication
Fever or insensitive to heat (i.e. erythema ab igne, Mastocytosis	Outfitted with pacemakers/defibrillators
Heart disease and/or other cardiovascular conditions, including but not limited to abnormal heart beats	Thyrotoxicosis
Hemophilia or otherwise prone to bleeding	Pregnant/Lactating
Implants (metal, breast, etc.)	Diabetes
	Using medications such as diuretics, barbiturates, anticholinergics, and/or beta blockers
	Chronic illnesses or poor health

B. I warrant that I understand this Agreement and agree that I bear sole risk of liability for my voluntary use of the Wellness Capsule and for any and all reaction(s) I may have thereto or results I may experience in connection therewith, regardless of the time at which those reactions or results become apparent;

C. I voluntarily assume all risk of harm whatsoever associated with my use of the Wellness Capsule, including but not limited to death, bodily injury, and any and all risks, whether known or unknown, including but not limited to any risks I may not be able to foresee at the time of making this Agreement;

D. If I am a California resident, I specifically and expressly waive California Civil Code §1542, which says, “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.” If I am a resident of any other jurisdiction with any similar section or provision of any legal code or law, I specifically and expressly waive such section or provision of such legal code or law.

