

READ CAREFULLY—CONSENT TO TREATMENT  
Cavitation, Radio Frequency & Ultrasound Treatment Agreement

Name: \_\_\_\_\_ Email Address: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (work) \_\_\_\_\_ (home) \_\_\_\_\_ (cell) \_\_\_\_\_

Emergency Contact: (name) \_\_\_\_\_ (phone) \_\_\_\_\_

Ultrasound Cavitation Treatments: Check all that apply

- |                                      |                                                   |                                                      |
|--------------------------------------|---------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Abdomen     | <input type="checkbox"/> Upper Legs "Saddle Bags" | <input type="checkbox"/> Lower Legs (Hamstring Area) |
| <input type="checkbox"/> Inner Thigh | <input type="checkbox"/> Arms (triceps side)      | <input type="checkbox"/> Back                        |
| <input type="checkbox"/> Buttocks    | <input type="checkbox"/> Calf                     | <input type="checkbox"/> Flanks "Love Handles"       |
| <input type="checkbox"/> Neck        |                                                   |                                                      |

**Fees:** All costs are payable in full prior to initial treatment and are nonrefundable. Payments must be completed for entire package price (1, 3, 6, 9 or 12 sessions) on first visit to receive package discount. Once packages are purchased and treatment initiated, they are non-refundable.

**Medical Background:** Check if you answer YES to any of these questions

- |                                                                                       |                                                                              |
|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <input type="checkbox"/> Are you pregnant or nursing?                                 | <input type="checkbox"/> Do you have hemophilia?                             |
| <input type="checkbox"/> Are you epileptic?                                           | <input type="checkbox"/> Do you have any kind of tumor or cancer?            |
| <input type="checkbox"/> Do you have any cardiac or circulatory disease or condition? | <input type="checkbox"/> Have you undergone a transplant?                    |
| <input type="checkbox"/> Do you have any acute inflammation?                          | <input type="checkbox"/> Do you have a Neurological disorder?                |
| <input type="checkbox"/> Do you have a wound that has not healed?                     | <input type="checkbox"/> Do you have any keloid?                             |
| <input type="checkbox"/> Do you have a pacemaker or other electronic device?          | <input type="checkbox"/> Do you have any kind of heart trouble?              |
| <input type="checkbox"/> Do you have any plastic or metal implants?                   | <input type="checkbox"/> Do you have any current infection?                  |
| WHERE? _____                                                                          | <input type="checkbox"/> Do you have any infectious disease or tuberculosis? |
| <input type="checkbox"/> Have you had any abdomen operations?                         | <input type="checkbox"/> Do you have advanced untreated diabetes?            |
| <input type="checkbox"/> Do you have any abnormally high or low blood pressure?       | <input type="checkbox"/> Do you have a communicable disease?                 |
| <input type="checkbox"/> Do you have any type of heart, kidney, liver disease?        | <input type="checkbox"/> Are you allergic to zinc or nickel?                 |

IF YOU ANSWERED "YES" TO ANY OF THESE QUESTIONS YOU MAY NOT BE ELIGIBLE FOR THE TREATMENT.

Explain any "Yes" answers: \_\_\_\_\_

Please explain any current medical conditions. \_\_\_\_\_

Are you taking any medications/vitamins/supplements? \_\_\_\_\_

Are you presently under a physician's care? What for? \_\_\_\_\_

**Limitation to Treatment:** (please initial and/or sign by each statement below)

- I understand there are no guarantees as to the results of this treatment. X \_\_\_\_\_
- I understand there are no refunds for this treatment. X \_\_\_\_\_
- I understand to achieve maximum results I may require several treatments.
- To achieve maximum results, I understand diet and consistent exercise will assist to sustain and create a cumulative degree of overall spot fat reduction and body contouring.

Client/Patient (Printed) \_\_\_\_\_ Date Signed \_\_\_\_\_

Client Signature \_\_\_\_\_ Accepted by Technician \_\_\_\_\_

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Disclosure: This treatment is a process and subsequent visits may be necessary in order to achieve the desired results. Subsequent visits are subject to additional charges per visit which depend on the amount of work needed. Actual results vary from person to person and Elements Salon and Wellness Spa does not guarantee any specific result. The Ultrasound Cavitation treatment carries with it possible health complications and consequences, which include but might not be limited to the risk of kidney failure, liver failure, pacemaker failure, birth defect, miscarriage, thyroid damage, damage to the ovaries, lactation complications, hyper-triglyceridemia, hyper-cholesterolemia, pancreatitis, infection, scarring and/or allergic reaction to any products used, excessive thirst, dehydration, nausea. The Ultrasound Cavitation treatment includes, but is not limited to, the use of high-power low-frequency ultrasound cavitation which uses 40 KHz frequency ultrasound to penetrate the skin and assist with the breakdown of fat cells by creating micro-bubbles that increase the pressure around the adipocyte and force it to implode, thus breaking down adipocyte's cell membrane.

After Care: After care instructions must be followed explicitly, whether given in writing or orally. Failure to follow after care instructions may compromise the final results of the treatment.

Before, During and After Pictures: Before, during and after pictures or videos may be taken to document the treatment. These pictures or videos become Elements Salon and Wellness Spa's sole property and may only be used for its legitimate business purposes.

Release: I recognize that there are certain inherent risks associated with the above described treatment and I assume full responsibility for personal injury to myself. In exchange for such treatment, I hereby fully release and forever discharge Elements Salon and Wellness Spa (including its officers, members, owners, employees and agents) from any and all damages, costs, expenses, liabilities, causes of action, claims and demands, of whatever character, in law or in equity, whether known or unknown, direct or indirect, asserted or unasserted, and whether or not on account of myself, Elements Salon and Wellness Spa or other third parties, or in any way arising out of the above described treatment I have requested Elements Salon and Wellness Spa perform. It is the intention of the parties that this agreement binds all parties whose claims may arise out of or relate to the treatment or services provided by Elements Salon and Wellness Spa including any spouse or heirs of the client/patient and any children, whether born or unborn. Any legal or equitable claim that may arise from participation in the treatment shall be resolved under Nevada law.

I agree to indemnify, hold harmless and defend Elements Salon and Wellness Spa (including its officers, members, owners, employees and agents) against all third-party claims, causes of action, damages, judgments, costs or expenses, including attorneys' fees and other litigation costs, which may in any way arise from the above described treatment I have requested Elements Salon and Wellness Spa perform.

Arbitration: It is understood that any dispute arising as to malpractice of the Ultrasound Cavitation treatment shall be decided by a neutral arbitrator. Any arbitration proceeding will be governed by Nevada's arbitration statute, the fees for the arbitrator will be split pro-rata among the parties and each party will be responsible for their own attorneys' fees and costs. Any action to collect fees from the client/patient for the treatments performed may be brought in any court located in Nevada and the prevailing party in such collection action shall be entitled to recover its reasonable attorneys' fees and costs. Filing of any action in any court to collect any fee from the client/patient shall not waive the right to compel arbitration of any malpractice claim.

By signing this agreement I confirm that I am over the age of 18, I understand that the Ultrasound Cavitation procedure is permanent, that such procedure has possible adverse consequences and that the procedure is for cosmetic purposes only. I certify that I have read the above paragraphs; fully understand this consent and procedure form and hereby consent to the indicated procedure(s). This means that I accept full responsibility for these and/or any other complications which may arise or result during or following the Ultrasound Cavitation procedure which is to be performed at my request according to this agreement and I hereby agree to arbitration of any malpractice claim. I further understand that by signing this agreement, I surrender certain legal rights.

Client/Patient (Printed) \_\_\_\_\_ Date Signed \_\_\_\_\_

Client Signature \_\_\_\_\_

Accepted by Technician \_\_\_\_\_ Date Signed \_\_\_\_\_

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Financial Policy:

Thank you for selecting Elements Salon and Wellness Spa for your cosmetic needs. We are honored to be of service to you. This is to inform you of our billing requirements and financial policy. Please be advised that payment for all services is due at the time services are rendered. We require full payment for the visit prior to being seen by our cavitation technician. We accept Cash, Credit Card, Debit Card and Care Credit. All forms of payment are immediately run through an electronic processing system and immediately deposited into electronic transfer system. In the event this account is referred to an agency for collections you agree to be responsible for all returned fees including any collections costs, collection's agency and/or attorney's fees used for collection.

- A 24 Hour cancellation notice is required; otherwise you will be charged an unused session or \$25 fee for a "no show"
- Package pricing is non-refundable/nontransferable/ and has a thirty-day expiration after first session

Client/Patient (Printed) \_\_\_\_\_ Date Signed \_\_\_\_\_

Client Signature \_\_\_\_\_

Accepted by Technician \_\_\_\_\_ Date Signed \_\_\_\_\_