

Release of Liability

In consideration of being allowed to participate in the activity of recreational and/or therapeutic floatation offered by Cloud Aquatic, LLC, of 8.5 East Prospect Street, Waldwick, New Jersey, 07463 and/or use of the property, facilities and services of Cloud Aquatic, LLC, I hereby agree to the following:

1. I acknowledge and agree that:
 - i. I have no oils, creams or jewelry on my body,
 - ii. I have not used any form of hair dye or spray tan applications within 72 hours,
 - iii. I do not have any communicable or infectious disease, or skin disorders,
 - iv. I am not under the influence of any alcohol or drugs,
 - v. I have no large cuts, open sores or wounds,
 - vi. I am not experiencing any incontinence or nausea, and have taken proper precautions if menstruating.
2. I fully understand that the floatation suite, shower, floor and tank surfaces may be slippery due to wet and salty conditions, and that it is my responsibility to use care not to slip or injure myself.
3. I fully understand that the floatation tanks utilize USP pharmaceutical grade Epsom Salt (magnesium sulfate) and Chlorine for buoyancy and sanitization which may result in some individuals experiencing skin allergies or other reactions to these chemicals.
4. I fully understand and agree that it is my responsibility to consult with my physician prior to my floatation session if I am using any medication or medical devices, have any heart, blood pressure or physical health issues, have any mental health issues, or if I am pregnant.
5. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Cloud Aquatic, LLC, or the employees, representatives or members of Cloud Aquatic, LLC.
6. I understand and agree that should I need emergency assistance, or if I do not respond to inquiries or calls from Cloud Aquatic, LLC staff or Members, I give my authorization to have police and/or emergency medical services contacted on my behalf. I further agree and authorize Cloud Aquatic, LLC Staff and Members to use whatever means necessary to assist me if required in their judgment.
7. I recognize that there are certain inherent risks, both known and unknown, associated with the above described activity and I assume full responsibility for personal injury to myself including permanent disability or death, and further release and discharge Cloud Aquatic, LLC, or the employees, representatives or Members of Cloud Aquatic, LLC, for injury, loss or damage, to the fullest extent permitted by law, arising out of my use of, or presence upon, the facilities of Cloud Aquatic, LLC, whether caused by the fault of myself, Cloud Aquatic, LLC or other third parties.
8. I agree to indemnify and defend Cloud Aquatic, LLC against all claims, causes of action, damages, judgments, cost or expenses, including attorney fees and other litigation cost, which may in any way arise from my use of, or presence upon, the facilities of Cloud Aquatic, LLC.
9. I agree to pay for all damages to the facilities of Cloud Aquatic, LLC caused by my negligent, reckless or willful actions, and further agree to be financially responsible, not to exceed Five Hundred Dollars, should the float tank require special cleaning due to contamination of the water with bodily fluids or foreign substances resulting from my floatation.
10. I agree and acknowledge that I am under no pressure or duress to sign this Release and that I have been given a reasonable opportunity to review it before signing including the opportunity to review it online at cloudaquatic.com and acknowledge that I am free to have my own legal counsel review this Release if I so desire.
11. I agree that in the event that any provision of this Release shall be deemed severable or invalid, unlawful or unenforceable, the remainder of this Release shall remain in full force.
12. I agree that any controversy or claim arising out of or relating to this Release shall be settled by arbitration administered by the American Arbitration Association.

I the undersigned, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its contents and that this release cannot be modified orally. I am aware that this is a release of liability and a contract, and that I am signing it of my own free will. I understand that I have given up substantial rights by signing it and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I, understand and agree that I will review, confirm compliance with and be fully bound by all waiver stipulations concurrent with each new Float Session appointment as agreed to on this date.

Agreed to by: (Signed) _____ (Print Name) _____ Date: _____

Address: _____ City: _____ State: _____ Zip Code _____

For Cloud Aquatic, LLC : Accepted by (Sign & Print) _____ Position _____