Myofascial Wisdom PLLC TERMS AND CONDITIONS

Welcome to Myofascial Wisdom PLLC! This Terms and Conditions document ("Agreement") serves to inform you of our policies and procedures and the terms and conditions of your use of and purchase of our services. It is a legally binding agreement, so please read closely and make sure you ask us if you have any questions. Throughout this Agreement, we may refer to you as the client receiving treatment ("you" or "You"), while "us" or "we" refers to Myofascial Wisdom PLLC. We also abbreviate myofascial release as "MFR" throughout this Agreement. "Services" refers to all MFR sessions purchased by you from us.

I. TIME MANAGEMENT

You understand and agree that all sessions begin and end at their scheduled time. Any sessions that begin late due to your late arrival will still end at the scheduled time. No reductions in price for shortened sessions will be made.

Appointment Cancellations and Rescheduling

Your appointment time(s) are reserved specifically for you. If you cancel a session with less than **48 hours** notice, or do not show for a scheduled appointment, you will still be charged the full price of the session. If you have prepaid for the session, you will not be refunded.

If you must cancel or reschedule, please let us know immediately at **(401) 207-2404**. If you have symptoms of an active infection (e.g. sore throat, cough, fever), please notify us as soon as possible to reschedule.

II. DUTIES AND RESPONSIBILITIES

1. We agree to communicate with you honestly and as promptly as reasonably possible. If you have questions, you may reach us at **(401) 207-2404** and we will do our best to respond within 24 hours during the work week, and on the next business day following the weekend, if your message is received after hours on a Friday.
2. You agree to communicate with us honestly and promptly, and provide a full and complete health history and intake, as well as notify us promptly of any health updates or changes.
3. You understand that any illicit or suggestive remarks or advances made by you will result in immediate termination of the session, and you will be liable for full payment of the scheduled appointment.
4. You agree to turn your mobile phone off, or on silent, while in our lobby, waiting area, and in the treatment room.

III. PAYMENT INFORMATION

Individual MFR sessions are **60 minutes** in length and are **$185**. However, for best results, we recommend clients book a series of treatments, with at least one session per week.

Package Options

We offer packages of MFR sessions which allow you to book multiple sessions at a time at a cost savings. Our current offerings are **6 sessions** at a cost of **$990**. You understand and agree that all sessions in any purchased package must be used within one calendar year from the date of purchase. Any sessions unused after **one calendar year** from the date of purchase will expire, and are not redeemable for cash.

Payment Terms

All payments are due in full at time of purchase. We accept **cash, check, Venmo, Zelle and credit cards.** If your method of payment is declined in any way, Company or Company's payment processor will notify Client and Client will have 3 business days to satisfy the amount owed on the delinquent payment. We reserve the right to pursue any legal recourse for outstanding balances, including hiring an attorney and/or authorizing a debt collection agency to collect any outstanding balance due.

No Refunds and No Chargebacks

No refunds will be issued for any reason at any time, regardless of whether you pay for a package of sessions and do not complete all sessions. Thank you for your understanding of this policy!

You agree that you shall not initiate any chargebacks against us via your payment provider. Any payments are final and may not be charged back. You are responsible for any fees associated with recouping payment and any associated collection fees.

If your check is returned due to insufficient funds (or for any other reason), you must provide alternate payment within 3 business days, which will also include all bounced check fees. Please note that if you have bounced a check with us, we will no longer be able to accept checks from you.

IV. NON-DISPARAGEMENT

Our reputation, work ethic, and integrity are very important to us. You agree to not make any false, derogatory or disparaging statements about us, any of our agents or affiliates, or our Services, in public or private.

V. NO MEDICARE OR INSURANCE COVERAGE FOR MFR

You understand and agree that MFR is a wellness practice, and it is not covered by Medicare. Accordingly, you must pay out of pocket for all MFR sessions. You understand and agree that Medicare is not accepted for MFR.

Likewise, we do not accept health insurance for MFR. Most health insurance companies do not cover MFR as it is a wellness practice. You understand and agree that while you are welcome to submit any receipts to your insurance company to attempt reimbursement, our practice can neither take insurance, nor intervene on your behalf with insurance companies in any way. All payments must be made either prior to each service or at the time service is rendered.

VI. INFORMED CONSENT

Please initial each part of this section:

____You understand and agree MFR is not medical advice and is not intended to diagnose, treat, cure, or prevent any health problem, nor is it intended to replace the advice of your physician or appropriate medical professional.

____You agree that you do not have any injuries or conditions that would prevent you from receiving MFR Services, nor have you been told by a medical provider that you should not receive MFR.

____You understand that if you experience any pain or discomfort during an MFR session, you will immediately inform your MFR therapist.

____You understand and agree that we reserve the right to decline to treat, discontinue, or restrict Services based on any information you provide or any changed health circumstance that could put your health or the MFR therapist's health at risk.

____You understand and agree that your MFR therapist does not prescribe medical treatment or pharmaceuticals, nor does your therapist perform any spinal or skeletal manipulations.

____You should consult with your physician to determine whether you are healthy enough to participate. You remain responsible for managing any pre-existing medical conditions.

____You understand that Services involve physical touch. Your MFR therapist will use reasonable care in providing Services, but you understand there are risks involved with physical touch including skin irritation, bruising, soreness, and emotional release.

____You agree that you have been given the opportunity to learn about MFR, its benefits and risks and contraindications, and ask any questions of your therapist prior to treatment.

____You understand and agree every individual is different, and we cannot and do not guarantee Services will also work for you. You understand and agree that any testimonials,

examples, or other results presented by us are the experiences of one client, and we do not represent or guarantee you will achieve the same or similar results.

VII. DISCLAIMER AND NO WARRANTIES

You understand that our Services are provided “as is” and should be used at your own risk. Your assumption of risk includes, but is not limited to, your use of any common areas, sidewalks, parking lots, lobby or other general areas.

We make no representations or warranties of any kind, express or implied, as to our Services, including, but not limited to, any warranties of merchantability or fitness for a particular purpose. We disclaim all warranties to the fullest extent permitted by law. We make no representations as to any physical, emotional, or mental health benefits that may be derived from our Services. You understand and agree we are not responsible or liable for any damages from the use or misuse of our Services.

VIII. TESTIMONIALS

We welcome any testimonials you are willing to provide regarding benefits you have received from working with us! If you provide us a testimonial, you agree that we can use it for any commercial purpose, and that it might appear on our website, marketing materials, or social media platforms. At your request, we’re happy to exclude your name and any other personal information.

IX. TERMINATION AND CANCELLATION OF AGREEMENT

In certain extraordinary circumstances, we may have to cancel ongoing Services, in which case we will provide you as much notice as possible and refund any paid fees.

We reserve the right, at our sole discretion, to cancel this Agreement without refund of any fees paid if you are disparaging, derogatory, defamatory, abusive, uncooperative; if you fail to pay your outstanding balance after repeated requests; if you violate any other terms of this Agreement.

X. RELEASE OF LIABILITY

BY PURCHASING SERVICES, YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY RESULTS DERIVED FROM SERVICES. YOU ASSUME ANY AND ALL RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE ARE NOT LIABLE AND DO NOT ACCEPT RESPONSIBILITY FOR ANY LOSSES OR DAMAGES CAUSED BY OR RESULTING FROM SERVICES. YOU AGREE ON BEHALF OF YOURSELF (AND ALL YOUR PERSONAL REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS, AGENTS, AND ASSIGNS) TO RELEASE AND DISCHARGE US AND OUR AFFILIATES FROM ALL CLAIMS OR CAUSES OF ACTION (KNOWN OR UNKNOWN) ARISING OUT OF THE NEGLIGENCE OF

US OR OUR AFFILIATES, WHETHER ACTIVE OR PASSIVE. THIS WAIVER AND RELEASE OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, INJURIES, DAMAGES, LOSSES, OR OTHER CLAIMS WHICH MAY OCCUR AS A RESULT OF (A) YOUR USE OF ANY EQUIPMENT OR FACILITIES WHICH MAY MALFUNCTION OR BREAK, (B) IMPROPER MAINTENANCE OF ANY PREMISES OR FACILITIES, (C) NEGLIGENT HIRING OR RETENTION OF EMPLOYEES, AND/OR (D) SLIPPING OR TRIPPING AND FALLING WHILE ON ANY PORTION OF OUR PREMISES OR WHILE TRAVELING TO, FROM OR WITHIN OUR PREMISES. YOU, YOUR HEIRS, ASSIGNS AND REPRESENTATIVES FOREVER RELEASE, WAIVE, AND DISCHARGE US FOR ANY INJURY OR DEATH CAUSED BY NEGLIGENCE OR OTHER ACTS.

HOWEVER, IF WE ARE FOUND LIABLE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF OUR AND OUR AGENTS TO YOU FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO SERVICES OR AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION PAID BY YOU TO US.

XI. INDEMNIFICATION

You agree to indemnify, defend and hold harmless us and any parties working for or associated with us (including, but not limited to, employees, agents, contractors, subsidiaries, partners, affiliates, successors, assigns; collectively, “Company’s Affiliates”), from any and all actions, claims, damages, fees and expenses, including attorney’s fees, in law and in equity, of or by a third party or whether or not involving a claim by a third party arising out Services and/or this Agreement, excluding any liabilities resulting from the gross negligence or willful misconduct of us. You agree that neither us nor Company’s Affiliates are personally liable for any representations or actions of us or Company’s Affiliates.

XII. GOVERNING LAW/DISPUTE RESOLUTION

Both parties will strive to work out any disputes amicably. You agree that any claim or dispute at law or equity that has arisen between you and us (or any related third parties) that relates in any way to this Agreement will be resolved in accordance with the following provisions:

Applicable Law and Arbitration

You agree that the laws of Arizona, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and us, except as otherwise stated in this Agreement. All disputes or claims that have arisen, or may arise, between you and us (or any related third parties) that relate in any way to or arise out of this or previous versions of the Agreement, our actions, or any Services purchased shall be resolved exclusively through final and binding arbitration, rather than in court. If for any reason,

arbitration is not successful, you agree that any claim or dispute between you and us will be resolved exclusively by a state or federal court located in Pima County, Arizona. You agree to submit to the personal jurisdiction of the courts located within Pima County, Arizona for the purpose of litigating all such claims, disputes, or matters.

XIII. FORCE MAJEURE

We will not be liable for failure or delay in the performance of our obligations under this Agreement for the period that said failure or delay is beyond our reasonable control, materially affects the performance of any of our obligations under this Agreement, and could not reasonably have been foreseen. Force majeure events contemplated include but are not limited to fire, flood, pandemic, hurricane, acts of God, and acts of governmental action prohibiting or impeding us from performing its obligations under this Agreement.

XIV. MISCELLANEOUS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any portion of this Agreement is deemed to be void or unenforceable, that portion is severable from the Agreement and does not impact the enforceability of the remainder of this Agreement. This Agreement constitutes the entire agreement between you and us.

_____ _____

Client Printed Name Date

_____

Client Signature

_____ _____

Lorien Caldwell MFR LMT, on behalf of Myofascial Wisdom PLLC Date