

Massage Therapy Consent & Waiver

I, _____ (enter name), hereby agree that by signing this document, I consent to waive certain legal rights, including the right to sue the following party, and, if applicable, its owners, therapists, representatives, and facilities from any physical, material, tangible or intangible loss or damage that may happen to me during my participation in any of the massage services (hereinafter, "Massage Services").

Name of Massage Services Provider: Sean McCann ("Massage Services Provider")

Address:

427 F St, suite 215
Eureka, CA 95501

Phone Number: 7076015550

Email: seanmccannlac@gmail.com

I am voluntarily receiving Massage Services from the Massage Services Provider listed above. The Massage Services may include any combination of the following:

Massage; acupressure; movement therapy; application of topical liniments, salves, and/or oils; exercise therapy; medical qigong; cupping; moxibustion; taiji; qigong; and/or guasha.

The following is the identifying and contact information for me, the client ("Client"):

Client Legal Name: _____

Client Address: _____

Client Phone Number: _____

Client Date of Birth: _____

The contact information of my emergency individual is as follows:

Emergency Contact Name: _____

Emergency Contact Phone Number: _____

Emergency Contact Relationship: _____

Treatment Questions

Place an "X" or a check mark next to the statements that are true.

_____ I wear a pacemaker.

_____ I wear contacts.

_____ I wear a hearing aid.

_____ I wear a dentures.

In which part of your body do you experience pain (and if you know the cause, list it here):

Describe your stress level:

List all injuries you have experienced in the past two years:

List any health disorders you have or any areas which may be sensitive to physical touch.

Examples of such disorders include (the following is not to be considered a comprehensive list and you may circle those applicable): bone or joint disease, allergies, tendonitis, rashes, bursitis, athletes foot, broken/fractured bones, warts, constipation, neck pain, shoulder pain, arm pain, low back pain, hip pain, leg pain, headaches, head injuries, herpes, shingles, arthritis, diverticulitis, any irritable bowel syndrome, fatigue, sleep disorders, spasms, cramps, TMJ/jaw pain, muscle sprains or strains, depression, anxiety, cancer, tumors, PMS/PMDD, endometriosis, varicose veins, diabetes, infectious disease, high blood pressure, low blood pressure, eating disorders, easy bruising, blood clots, lymphedema, sinus problems, respiratory difficulties or conditions, heart disease, asthma, drug/alcohol addictions, caffeine addiction, nicotine addictions, thyroid disorders, adrenal disorders fibromyalgia, or any chronic pain:

List all medications you are taking:

List any other information related to your health that may be important for the Massage Services Provider to be aware of:

Financial Notice: You are required to give at least 24-hours' notice to cancel an appointment. If notice is not received, you may be charged for the cost of the session.

Late Arrivals: If you arrive late to your appointment, you risk having your time shortened to accommodate all scheduled clients. When you arrive, the Massage Services Provider will ascertain whether a late start is possible. A late start may not be possible if you have arrived too late or if the Massage Services Provider finds any reason to cancel the appointment. Regardless of the outcome or time, you will be responsible for the full cost of the session. Therefore, please do not arrive late.

My initials below indicate that I agree with and understand the following:

_____ It is my responsibility to consult a physician before participating in these or any massage services and I affirm that I have no medical conditions that would restrict me from participating in any of the Massage Services.

_____ I agree to hold the Massage Services Provider, and if applicable, its owners, therapists, representatives, and facilities harmless from any damage, whether tangible or intangible, that may happen to me while participating in the Massage Services.

_____ I agree that the Massage Services Provider offers the Massage Services with no guarantee of results. I agree that any results that occur, whether positive or negative, are the effects of my own personal choices.

_____ I agree that participation in the Massage Services is not a replacement for actual medical care, and that if I do experience medical issues, I will contact my doctor immediately.

_____ I agree and verify that all of the information that I have given the Massage Services Provider and its representatives is accurate, up-to-date, and without the omission of any known medical issues.

_____ I agree and verify that If I have omitted any necessary personal information, whether knowingly or unknowingly, I will hold the Massage Services Provider harmless against all liability for any damages that may occur to myself or to others because of my actions or inactions.

_____ I agree to keep the Massage Services Provider apprised of any changes or upcoming changes concerning my physical health and personal information.

_____ I understand and agree that it is my responsibility to let the Massage Services Provider know if I find myself in any pain or discomfort before, after, or during the Massage Services.

_____ I understand and agree that the Massage Services are not sexual in nature and any sexual innuendo, sexual or suggestive comments, or inappropriate touching will not be tolerated and will be cause for immediate termination of the session as well as my getting fired as a client. For privacy, blankets and draping will be used throughout the Massage Services session.

_____ If I do require medical treatment or attention while or after participating in the Massage Services, I agree that the medical costs are mine and mine alone and hold the Massage Services Provider blameless from any charges, fees, or costs that my conditions may incur.

This Massage Therapy Consent & Waiver will bind and be enforceable against me and all of my personal representatives. I agree that this Massage Therapy Consent & Waiver should be enforceable to the fullest extent of the law, and if any portion is held invalid, the remainder should continue in full legal force and effect.

I specifically acknowledge and agree that this document is not intended to be a general release, which would be limited under some state and local laws.

This Massage Therapy Consent & Waiver shall be construed and interpreted as broadly as possible in the applicable jurisdiction.

ASSUMPTION OF RISK. I understand and am aware that my participation in the Massage Services involves risks. These risks may lead to tangible or intangible harm, and I agree that they may result not only from my own actions but also from the actions of others. With the knowledge and understanding of these risks, I choose, of my own will and volition, to continue participating in the Massage Services.

I am also aware that there are risks that I may not have considered, yet I waive my right to any claims that may occur from these unconsidered risks and I choose, of my own will and volition, to participate in the Massage Services.

COVENANT NOT TO SUE. I will not start any lawsuit or other court action against the Massage Services Provider, or, if applicable, facility, nor will I join any such proceeding, including any claim for money damages. I acknowledge and agree that I am entering a covenant not to sue the Massage Services Provider in any capacity, including to hold the Massage Services Provider liable for any injury, loss, or damage sustained by me or my property, even if it is due to the Massage Services Provider's negligence or omission. I also waive the right of any of my insurers' to make any such claim.

INDEMNIFICATION: I agree to defend and indemnify the Massage Services Provider and any of its affiliates (if applicable) and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to my use or misuse of the Massage Services or my conduct or actions. I agree that the Massage Services Provider shall be able to select its own legal counsel and may participate in its own defense, if desired.

REPRESENTATION: I am over 18 (eighteen) years of age, and am medically and physically able to participate in the Massage Services.

GOVERNING LAW: This Massage Therapy Consent & Waiver shall be governed by and construed in accordance with the internal laws of California without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action, or proceeding arising out of or based upon this Massage Therapy Consent & Waiver: Humboldt.

I have read the above Massage Therapy Consent & Waiver fully and I understand and agree to its contents. I understand and agree that by signing this Massage Therapy Consent & Waiver I forfeit any right, claim, or ability to hold the Massage Services Provider responsible for any tangible or intangible damages, loss of property, or loss of life that may occur during or after my use of the facilities and participation in the Massage Services.

Client Name

Client Signature

Date