

## HOLISTIQUE CLIENT & GUEST AGREEMENT TERMS

THIS IS A LEGAL DOCUMENT AND BINDING AGREEMENT BETWEEN THE PARTIES. CLIENT AGREES TO CAREFULLY AND COMPLETELY READ AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT CONTAINS CERTAIN CONDITIONS AND RESTRICTIONS ON THE USE OF THE SERVICES, MEMBERSHIP, CLIENT RIGHTS, AND LEGAL PROTECTIONS. YOU SHOULD NOT SIGN THIS AGREEMENT WITHOUT READING AND UNDERSTANDING ITS CONTENTS.

THE AGREEMENT COVERS ALL SERVICES AND WILL CONTINUE AND/OR BE AMENDED FROM TIME-TO-TIME, UNTIL CLIENT CANCELS THIS AGREEMENT.

[HolistiqueByDesign.com](http://HolistiqueByDesign.com)  
[info@holistiquebydesign.com](mailto:info@holistiquebydesign.com)  
**(719) 204-4736**

Holistique LLC, a Colorado limited liability company is independently operated and owns this Agreement.

***Holistique LLC is not for emergency consultations/services, in an emergency, call 911.***

This Client Agreement governs the relationship between Holistique LLC, a Colorado limited liability company ("Holistique" or "We"), and Client, Holistique's provision of Services to Client, and Client's obligations and rights related to Holistique and its Providers and Staff. The Client is defined as the individual who signs this Agreement and receives services from Holistique. The Client may also be referred to herein as "You" or "Your." While You may not receive all available services, this Agreement confirms your consent and understanding of all available services and Holistique's provision of those services.

At Holistique we follow a bespoke wellness approach, meaning we believe in comprehensive wellness that nurtures every aspect of our clients' lives – care is catered to and evolves around the client.

### **Client/Guest Information**

Client/Member hosting a guest agrees to be responsible for any damage to the gym or spa's property or equipment caused by their negligent or willful act or omission. The facility is not responsible for any loss or damage to the Member's personal property while on the premises, including items left in lockers or other designated areas. All personal property is brought onto the premises at the Member's own risk. Client must follow instructions provided and keep personal belongings in cubbies and clear of heaters to ensure that personal belongings do not have the ability to interfere with equipment or other clients. Refer to **Section 3 Guest Privileges for more information.**

Guests agree to abide by all portions of this agreement as if they were a client. Guests will complete this agreement in its entirety, with the exception of the **Section 5 Payment Authorization where the guest will input "GUEST" in all text fields, filling number fields with "1" and the signature block with "Guest"**

## Section 1 General Agreement Terms

### **The New Client Consultation**

Once You have contacted Holistique (through the website, email, or phone call), Holistique offers a 30-minute New Client Consultation with you. Ideally this appointment will be in-person to walk you through the facility but can also be done virtually at your request. Walk-ins are welcome during open reception hours. During the New Client Consultation, we will be able to discuss your unique needs, wellness goals, budget, and personal scheduling needs. From there We will make recommendations for Services and Providers, review rates and payment process, and go over scheduling. Based on Your feedback, we will set up Your account and provide You a referral for Providers. New Client Consultations only cover general information (no HIPPA or other private details) and allow You to discuss service preferences (i.e.: silent massage, appointment times, special accommodation needs, etc.). Details of the New Client Consultation, client preferences, and Provider referral will be sent to Providers for awareness.

**Wait-List:** If a Provider determines their client roster is full, they can start a waitlist, blocking new clients. This means only existing clients will have access to schedule with the Provider until the Provider determines otherwise.

Holistique Breathesuites (HaloSauna Breath & Detox Suites) are available to all Clients at the then-current rates and non-Member Clients may book a session over the phone or in-person during reception hours. Members have access to the Breathesuites 24/7 and can book a session online. Online booking is flexible for Members who can see all suite availability and simply book a suite and time that is open. If the time is outside of open reception hours, Members will be able to use the Service with keyless entry identification.

### **Waiver of Liability and Assumption of Risk Agreement Part 1**

Please read carefully before signing. This is a release of liability and waiver of certain legal rights.

This Waiver of Liability and Assumption of Risk Agreement between Holistique LLC, a Colorado limited liability company (“Holistique”) and the undersigned “Participant” applies to Participant’s use of the Breathesuites at Holistique located at 16577 Cinematic View, Monument, Colorado 80132 (the “Studio”).

**PARTICIPANT EXPECTATION:** I understand and agree to abide by the following expectations. I agree not to engage in any conduct that in any way interferes with the positive environment of the Studio or with the attitude of promoting health and wellness in the Studio. I agree to refrain from any possession or use of drugs, alcohol, and firearms or weapons in the Studio. I agree to refrain from any horseplay and any disruptive conduct, including use of profanities, in the Studio. I agree not to damage or tamper with the Studio or any equipment, including saunas, televisions, computers, and other property. I agree to wear suitable, presentable, and clean clothing in good condition at all times, which includes shirts, pants and shoes. To promote safety and more time efficient exercise programs, I agree to return all equipment or other functional training tools equipment to designated areas. During high-traffic hours, I agree to adhere to posted appointment times and policies so as not to interfere with others’ use of the Studio. This includes but is not limited to opening and closing sauna doors during sessions and adjusting temperature away from settings. I agree to keep my personal belongings in cubicles and clear of heaters to ensure that my personal belongings do not have the ability to interfere with equipment or other clients.

I agree to follow all instructions provided by Holistique staff at all times.

**HEATED SERVICE AND INFRARED EXPOSURE NOTICES AND CONSENT:**

I acknowledge and agree that I am obligated to always follow manufacturers' warnings and directions for use, which is posted in the Studio and can be provided by Holistique upon request. Exercising in hot temperatures can put stress on the cardiovascular system. Therefore, hot exercise programs are not recommended for and should not be used by:

- 1) Individuals with chronic disease or who have suffered heat strokes or heat stress in the past, history of dizziness, fainting spells, narcolepsy, and/or history of seizures.
- 2) Individuals with cardiovascular disease or condition, including but not limited to aneurism, angina, atherosclerosis, congenital heart disease, high blood pressure, history of stroke, etc.
- 3) Individuals who have alcohol or stimulant drugs in their systems (e.g. amphetamines, cocaine, etc.).
- 4) Children, pregnant or nursing women, or individuals with heat sensitive conditions.

Participation in hot exercise programs should be avoided in the event that participant takes or has been prescribed prescription medications like cardiac drugs, beta-blockers and anticholinergic, or antimuscarinics medications (prescribed for Parkinson's Disease or to reduce the side effects of certain anti-psychotic drugs) as they may interfere with the body's heat loss mechanisms, making those who use them more susceptible to heat illness and impairing the participant's ability to endure the rigors of the program.

If I have any of the conditions described herein, I understand that I must provide Holistique with a letter from my general physician (on letterhead with the general physician's name signed and printed), which letter must certify that my general physician understands the rigors of the activity and that the general physician certifies I am physically fit to perform and engage in all aspects of the activity and provides their medical consent to my participation.

**Waiver of Liability and Assumption of Risk Agreement Part 2**

Pregnant women, elderly people, and those with hyper/hypotension must seek the advice of their physician before participating in these activities.

I understand that if I am on or have been prescribed medication or if in any situation the following symptoms occur, use of heated exercise or sauna service use or any other exercise must be discontinued and medical treatment should be sought:

- A feeling of sudden and severe fatigue,
- Nausea and/or dizziness,
- Lightheadedness or fainting, shortness of breath, passing out or near passing out,
- A cessation of sweating accompanied by dry, hot skin,
- A period of inexplicable irritability, malaise, or flu-like symptoms,
- Chest pain, pressure, tightness, or heart racing.

**ASSUMPTION OF RISK: I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, which may be sustained by me, or any loss or damage of property owned by me, as a result of my use of the Breathesuites and any other equipment therein WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.**

Furthermore, I acknowledge my duty to exercise ordinary care for my own protection and the protection of Holistique staff and clients while using the Studio, the Breathesuites, or any other equipment therein.

I assume the risk with my own physical condition and acknowledges that I have received advice from my general physician that I am capable of such activities or that I will seek such advice or that I assume the risk of proceeding without such advice. I acknowledge and agree that no representation has been made regarding the qualification of Holistique staff, the Studio, the Breathesuites, or any other equipment therein, or results to be obtained by my use of the same.

**WAIVER:** I, with the express intention of binding my heirs, legal representatives, and assigns, agree to fully, completely, and forever release Holistique, and its respective owners, directors, shareholders, partners, managers, members, officers, agents, employees, insurers, agents, successors, assigns, parents, subsidiaries, and affiliated companies (“Released Party(ies)”), from any and all loss, demands, rights, suits, penalties, controversies, settlements, damages, expenses, costs, compensation, loss of services, subrogated rights, liabilities, attorneys’ fees, awards, claims, and causes of action, whether arising in contract, tort, statute, strict liability, product liability, or otherwise (“Liability Claims”), arising from my use of the Studio, including the Breathesuites and any other equipment therein, or related to this Agreement, for bodily injury, illness, disease, or death I sustain. The foregoing release shall also apply to any and all Liability Claims relating to loss or damage to property belonging to me, including but not limited to wallets, keys, jewelry, or automobile, sustained in or within any areas surrounding Holistique LLC or its premises. The foregoing release shall apply regardless of whether or not any such Liability Claim arises in whole or in part from the sole or concurrent negligence, omission, or fault of any Released Party.

**INDEMNIFICATION AND HOLD HARMLESS:** I hereby further AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that RELEASEES may incur due to my use of the Studio, the Breathesuites, or any other equipment therein, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

**EQUIPMENT AND FACILITY DAMAGE:** In the event that any damage to the Studio, the Breathesuites, or any other equipment therein facilities occurs as a result of my willful actions, negligence, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with such actions, negligence or recklessness.

### **Services Disclaimer**

**DISCLAIMER:** Holistique, LLC does not own or direct services listed. Services are offered and delivered by independent, professional, contracted service providers. The independent, professional, contracted service providers are independently licensed, certified, insured in accordance with laws and regulations set forth by the state of Colorado, the Colorado State Board or DORA, as well as their state of residency equivalents (if the provider is not residing in Colorado) as applicable according to the service provided.

### **Services General Overview**

The following is a general overview of the “Services” Holistique offers. This list is not comprehensive and may change in Holistique’s discretion. All Services will be performed by vetted, licensed (as legally required and indicated below), “Providers.”

**Holistique Breathesuite** The HaloSauna™ is the first sauna to offer a synergistic combination of an Infrared Sauna and Salt therapy, created to engage all 5 senses for a truly transformative experience. We offer single use and monthly Membership options for Holistique Breathesuite Sessions.

**Professional/Wellness Coaching** Professional and Wellness Coaching is a personalized approach designed to support individuals in achieving their health and wellness goals. This Service includes progress tracking, and strategies to maintain motivation, and involves working with a trained coach who provides guidance, and accountability throughout the journey. These Providers are not required to be licensed, but are recommended to be certified in the field. This Service will generally be provided virtually, but may be offered in-person at the Studio or On-Location. Offerings may include but are not limited to:

- **Personalized Goal Setting:** Clients collaborate with their coach to establish clear, achievable goals based on their unique needs and aspirations, whether related to fitness, nutrition, stress management, or overall well-being.
- **Whole Person Assessment:** Coaches assess various aspects of a client's life, including physical health, emotional well-being, lifestyle habits, and social connections, and create a comprehensive wellness plan.
- **Support and Motivation:** Coaches provide ongoing encouragement and support, helping clients stay motivated and focused on their goals, even when faced with challenges.
- **Education and Resources:** Coaches share knowledge about healthy habits, nutrition, exercise, and stress reduction techniques to equip clients with the tools they need to make informed decisions.
- **Accountability:** Regular check-ins and progress tracking helps clients stay accountable to their goals. Coaches encourage clients to reflect on their progress and adjust their plans as needed.
- **Behavior Change Strategies:** Coaches employ techniques to help clients identify and overcome barriers to change, fostering healthier habits and a more positive mindset.
- **Vitality Workshops:** Regular workshops focusing on mindfulness, stress management, and self-care techniques will be offered for small groups or individuals for deeper exploration and connection.

**Therapeutic Support (Mental Health Counseling):** Therapeutic Support (Mental Health Counseling) is professional counseling services provided by licensed therapists, who address a range of mental health concerns. Sessions are aimed at supporting emotional well-being and personal growth. Licensed counselors approach mental wellness in a safe and nurturing space for self-exploration, healing, and personal growth. These Provider are required to be licensed and insured. The Provider will maintain all of their client records, Holistique will not maintain any protected client information related to clinical care. This Service will generally be provided virtually, but may be offered in-person at the Studio or On-Location. Offerings may include but are not limited to:

- **Mindfulness-Based Therapy:** Embrace the power of the present moment with our Mindfulness-Based Therapy. This gentle approach combines mindfulness practices with therapeutic techniques, helping clients cultivate awareness, reduce stress, and foster emotional resilience.
- **Cognitive Behavioral Counseling:** Transform negative thought patterns with our Cognitive Behavioral Counseling. This evidence-based method empowers clients to identify and challenge unhelpful beliefs, guiding clients toward healthier perspectives and emotional balance.
- **Stress Management Coaching:** Learn to navigate life's challenges with our Stress Management Coaching. Bespoke to each client's individual needs, this session provides practical tools and techniques to cultivate resilience and enhance the client's coping skills.
- **Supportive Talk Therapy:** Engage in compassionate and non-judgmental dialogue with our Supportive Talk Therapy. This safe space allows for open exploration of thoughts and feelings, fostering deeper understanding and emotional healing.

- Vitality Workshops: Regular workshops focusing on mindfulness, stress management, and self-care techniques will be offered for small groups or individuals for deeper exploration and connection.

Massage Therapy: Each treatment is meticulously designed to harmonize body and mind, offering a sanctuary for relaxation and healing. These Providers are required to be licensed and insured. This Service will be provided in-person at the Studio. Offerings may include, are not limited to:

- Swedish Massage: Experience the ultimate in relaxation with our Swedish Massage. Utilizing long, flowing strokes and gentle kneading, this technique enhances circulation and soothes muscle tension, leaving the client in a state of pure bliss.
- Deep Tissue Massage: For those seeking relief from chronic tension and tightness, our Deep Tissue Massage targets deeper layers of muscle and connective tissue. Expertly applied pressure alleviates discomfort and promotes a profound sense of relaxation.
- Hot Stone Massage: Immerse yourself in warmth with our Hot Stone Massage. Smooth, heated stones are strategically placed on key points of the body to melt away tension and enhance circulation.
- Reflexology: Explore the ancient art of Reflexology, where targeted pressure is applied to specific points on the feet, hands, or ears. This therapeutic technique promotes overall wellness by stimulating the body's natural healing processes.
- Vitality Workshops: Regular workshops focusing on mindfulness, stress management, and self-care techniques will be offered for small groups or individuals for deeper exploration and connection.

Yoga Instruction: In a personal yoga session (individual or small group), the instructor becomes a guide and partner, creating a customized sequence of asanas (poses) and pranayama (breathing techniques) that evolve over time to address the changing needs of the practitioner. This bespoke approach allows for greater precision, attention to alignment, and modifications that honor the body's strengths and limitations for various styles of yoga for all levels, focusing on mindfulness, flexibility, and strength. These Providers are not required to be licensed, but are recommended to be certified in the field. This Service is generally offered in-person at the Studio or On-Location, but may be offered virtually. Offerings may include, are not limited to:

- Gentle Flow Yoga: Engage in a slow-paced, restorative flow that emphasizes relaxation and mindfulness. Perfect for all levels, this class harmonizes breath with movement, allowing clients to unwind and release tension. Ideal for those seeking a peaceful escape.
- Harmonizing Hatha: Experience the perfect blend of strength and flexibility with our Harmonizing Hatha class. This balanced approach focuses on foundational poses and alignment, promoting physical well-being and mental clarity. A great choice for beginners and seasoned practitioners alike.
- Zen Meditation & Yoga Fusion: Embrace tranquility with a unique fusion of meditation and yoga. This class combines gentle postures with guided meditation techniques, helping clients cultivate mindfulness and inner peace. An ideal choice for those looking to deepen their spiritual connection.
- Restorative Yoga: Indulge in deep relaxation with our Restorative Yoga class. Using props to support the body, this gentle practice encourages healing and stress relief. Perfect for recovering from daily stress or physical exertion, it's a sanctuary for restoration.
- Vitality Workshops: Regular workshops focusing on mindfulness, stress management, and self-care techniques will be offered for small groups or individuals for deeper exploration and connection.

#### Studio Location

Holistique offers flexibility to help You seamlessly integrate wellness into your life. To that end, Services may be offered in-person at the "Studio" (16577 Cinematic View, Monument, Colorado 80132), "On-Location" at places agreed upon between the Client and a Provider, or virtually, as applicable. Services offered virtually are only available to those clients who reside in Colorado.

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## **Pricing, Billing & Payments**

The on our website represent the Base Rate, which includes taxes or other fees payable pursuant to this Agreement. The Prices are subject to change at the sole discretion of Holistique. Any price changes will be provided to Client at least ten (10) days before the effective date of any price change.

**PRICES CURRENT MAY BE FOUND ON OUR WEBSITE.**

### **Local, State, Federal Tax Notices:**

Client understand that applicable local, state, and federal taxes may apply and may be added to Client's bill for Membership Dues, Initial Enrollment Fees, or any other fees, in accordance with legal requirements for Holistique to collect these amounts. Client agrees to pay any and all such taxes, as may be amended from time to time.

### **Public Improvement Fee (PIF Tax):**

In accordance with the Village at Jackson Creek PIF Property Covenant and Lease Agreement with Marbal Properties, LLC a Public Improvement Cost will be paid, in part, through impositions and collection of a Public Improvement Fee in the amount until reduces pursuance to the PIF Covenant of 2.00% of all "PIF Sales" and 5.00% of all "Lodging Sales." PIF Fee is required to be collected by all sellers or providers of goods or services who engage in any PIF Sales transactions, as defined by the Village at Jackson Creek PIF Property Covenant and Lease Agreement with Marbal Properties, LLC.

### **Billing Terms:**

The following billing terms apply Client's receipt of Services and, when applicable, to Client's Membership.

### **Direct Pay:**

Holistique does not accept insurance, all Services and Memberships accessed through Holistique come with the understanding that You are opting out of using insurance and therefore must pay out of pocket. Client understands that by signing this Agreement Client cannot use the payment of sessions towards a deductible and that Client will not be permitted to submit insurance claims or superbills. All Holistique Services and Membership Fees must be paid in advance. No gratuity is accepted by any Holistique Providers or Staff members—prices are designed to provide the highest service.

### **Non-Voluntary Legal Proceedings:**

Our Providers and Staff do not voluntarily participate in court proceedings; however, if subpoenaed by your attorney, Your Provider(s) may charge their full, current hourly rate as well as any travel, mileage, per-diem, lodging and such charge must be paid in advance.

### **Payment Method:**

Holistique accepts payment via EFT or ACH transfer and credit or debit card. Upon the execution of this Agreement, Client shall provide bank account or credit or debit card information to Holistique to be keep on file by Holistique to pay for all Services, Memberships and other fees. Client agrees to keep

current bank account or credit or debit card information on file at all times during the term of this Agreement.

Client must promptly notify Holistique of any request to amend the primary billing method or changes to Client's billing information, mailing address, or telephone number. Client expressly authorizes Holistique, or its authorized third-party billing services provider, to obtain such updated information through payment card networks, card issuers, or other third parties.

**Payment Timing:**

Payment for all Services provided to Client shall be due and payable at or before the provision of such Service. Membership Dues, including any other fees, charges, or outstanding balances, will be billed automatically on the first (1st) day of each month.

**Authorization For Preauthorized Transfers or Payments:**

Client expressly authorizes Holistique, or its third-party billing services provider, to transfer funds or initiate a payment for any amounts due for Services, Membership Dues, or other fees payable pursuant to this Agreement. Specifically, by signing this Agreement, Client authorizes, whether by EFT or ACH transfer from the designated bank account or the debit or credit card tied to Client's Holistique account, for purposes of payment, including on a recurring basis, all or a portion of the amounts owed under this Agreement. Client understands and agrees that: (a) dues, fees and charges include, but may not be limited to, fees for Services, enrollment fees, Membership Dues, service charges, late fees, applicable taxes, and/or fees for uncollected Membership Dues; (b) We may transfer funds from Client's designated account(s) for any retail transactions or online purchases initiated by Client; (c) this preauthorization will remain in effect until all of Client's payment obligations under this Agreement have been satisfied; (d) debited amounts may vary each month based on additional amounts which Client may owe under this Agreement; (e) Client expressly authorizes Holistique, and any of its subsidiaries or affiliates, to contact Client regarding any matter related to the payment of Client's account, whether by phone, email or SMS text communication (SMS text charges may apply).

By Client providing one or more methods of payment, Client acknowledges and agrees that any of those methods of payment can be charged per the terms of this Agreement, including on a recurring basis. The first method of payment Client provides shall be automatically designated as the Primary Billing Method, which will be used first by Holistique's billing system to collect payment for Services, Membership Dues, and any fees or outstanding balances. If the primary method fails for any reason, Client authorizes and agrees that its secondary method(s) of payment will be used to collect any amounts owed to Holistique.

**Delinquent or Uncollected Payment for Services or Membership Dues And Return Fee:**

In the event Client's payment is returned unpaid for any reason, including but not limited to insufficient funds, closed account, declines, or the like, Client will be assessed a reasonable return fee of up to fifty dollars (\$50) or the maximum NSF permitted by applicable law, whichever is higher. This return fee will be transferred, charged, or debited from Client's Primary Billing Method in addition to the uncollected balance(s) for the Service(s), Membership Dues, and/or other fees.

**Cancellation, Missed Appointments, Rescheduling, and Late Show Policy:**

While We want to be as kind and understanding as possible to all clients, We are a fee-for-service business. This means that We can only charge for appointments that are filled. Open appointments slots generate no payment and impact Our Providers' pay and Our stability. Additionally, missed and late-cancelled appointments take appointment slots that would otherwise be available for other clients who

are waiting for Services. We understand emergencies arise, but otherwise ask You to consider Your schedule in advance, and to place cancel and rescheduled appointments infrequently.

The following Service Cancellation Policy applies to clients for all Services except Breathesuite Sessions, which have a separate policy:

- 24-hour advance notice is required to cancel or reschedule an appointment for Services.
- You must provide Your notice of cancellation or request to reschedule to Your Provider directly as well as Holistique at (719) 204-4736 or [info@holistiquebydesign.com](mailto:info@holistiquebydesign.com).
- Cancellations occurring with less than 24 hours' notice and all missed Service appointments will result in the full charge for the Service.
- The charge will automatically be charged to Your Primary Billing Method.

### **Breathesuite Policy**

The following Breathesuite Cancellation Policy applies to all Breathesuite Sessions:

- 12-hour advance cancellation is required to cancel or reschedule Breathesuite Sessions.
- Non-Member Clients must provide a notice of cancellation or request to reschedule to Holistique directly at (719) 204-4736. Members may cancel or reschedule online or provide a notice of cancellation or request to reschedule to Holistique directly at (719) 204-4736.
- Cancellations occurring with less than 12 hours' notice and all missed Breathesuite Sessions will result in the full charge for non-Member Client and the forfeiture of the Breathesuite Session for Members. For avoidance of doubt, this means when a member cancels less than 12 hours before a scheduled Breathesuite Session or misses a scheduled Breathesuite Session, that late cancelled or missed Breathesuite Session counts toward the Member's monthly Breathesuite Session limit.
- For non-Member Clients, the charge will automatically be charged to the Primary Billing Method.

If You need to reschedule a Service or Breathesuite Session, You must provide notice pursuant to the Service Cancellation Policy and Breathesuite Cancellation Policy above. If You do not provide the required notice, it will be considered a late-cancelled or missed Service or Breathesuite Session. Rescheduled Services and Breathesuite Sessions are subject to availability and will not be guaranteed.

Please arrive on time for Your appointments and sessions. Time for Your appointment or session has been arranged for You. If You arrive late for an appointment or session, Your appointment or session may be shortened in order to accommodate others whose appointments or sessions follows Yours. In such event, full payment for Your scheduled appointment or session is expected.

### **Termination by Holistique**

Holistique may terminate its provision of Services to You, in its sole and absolute discretion, at any time.

### **Holistique Client Expectations (Policies)**

These Client Expectations apply to all Clients during their use of the Studio, as well as during the provision of Services, whether On-Location or virtually, to a Client. Violation of these Client Expectations may result in the suspension of Services and termination of this Agreement by Holistique.

Studio Access:

Client agrees that any provided access credentials including but not limited to a mobile access pass, PIN number, biometrics data, or the like is issued to Client only and must not be shared with or provided to any other individuals.

Member agrees to be responsible for any damage to the studio property or equipment caused by their negligent or willful act or omission. The facility is not responsible for any loss or damage to the Member's personal property while on the premises, including items left in lockers or other designated areas. All personal property is brought onto the premises at the Member's own risk

**Prohibited Items and Uses:**

Drugs, alcohol, and firearms or weapons of any type are strictly prohibited in the Studio and during the provision of Services in the Studio, On-Location or virtually. Horseplay and any disruptive conduct, including use of profanities, are not allowed in the Studio or during the provision of Services by a Holistique Provider. Damaging or tampering with the Studio or any equipment, including saunas, televisions, computers, and other property, are strictly prohibited.

**Cleanliness And Conduct:**

Shirts, pants, and shoes must be worn at all times at the Studio and while receiving Services (with the exception of massage therapy where the client can determine the client's comfort level of undress during the period of massage). Clients should wear suitable, presentable, and clean clothing in good condition at all times. Clients wearing clothing, or lack thereof, deemed inappropriate by Holistique may be asked to leave the Studio and the provision of Services or Membership may be revoked at the Holistique's discretion. Clients should conduct themselves in such a manner that will prevent the Studio from being damaged and its cleanliness being diminished.

Clients must refrain from engaging in conduct that brings undue attention to themselves. Clients must refrain from making loud grunting or noises while exercising or engaging in any conduct that in any way interferes with the positive environment of the Studio or with the attitude of promoting health and wellness in the Studio. Negative attitudes, threats, verbal and physical fighting, and disruptive or threatening conduct will not be tolerated. Unauthorized outside business solicitation will not be tolerated in the Studio. Sexual harassment and/or any type of unlawful discrimination of any type will not be tolerated. Engaging in any of the foregoing behaviors may result in Client being ejected from the Studio, suspension or termination of the provision of Services to Client, and/or termination of Client's Membership.

Yoga mats, towels, and any other non-personal belongings should not be removed from the Studio at any time. Client must use provided cleaning supplies to wipe all other equipment after each use.

**Courtesy Expectations:**

To promote safety and more time efficient exercise programs, Client must remember to return all equipment or other functional training tools equipment to designated areas. During high-traffic hours, Client is to adhere to posted appointment times and policies so as not to interfere with others's use of the Studio. This includes but is not limited to opening and closing of sauna doors during sessions and adjusting temperature away from settings.

Client must follow instructions provided and keep personal belongings in cubbies and clear of heaters to ensure that personal belongings do not have the ability to interfere with equipment or other clients.

**Guest Privileges:**

Holistique allows clients to bring Guests to no charge subject to the following policies and restrictions.

Clients may bring a Guest during open reception hours only. All Guests must provide identification and sign the required Waiver on their first visit before using or accessing the Studio or Services. All Guests must be at least eighteen (18) years of age unless a legal parent or guardian signs the required Waiver. Clients may bring as many Guests as they would like for one (1) single visit. Guests are never permitted to use or access the Studio or Services during non-staffed hours regardless of the client having access to allow entry. Guests must always check in with Holistique Staff before being permitted access to the Studio or Services.

Guest passes are available and may be provided to client to distribute to friends, family, and other guests for a one-time VIP session. We highly suggest that clients contact Holistique to schedule a Guest visit at least 24 hours ahead of the visit to ensure availability for the Guest.

Chewing gum, candy, outside foods are prohibited.

### **Studio Security**

We partner with [\*\*Flair Data\*\*](#), a professional security and access management provider used by shared workspaces and studios. Their systems help us manage access consistently and responsibly while prioritizing privacy.

All contractors, providers, clients, etc. with independent access to the studio are required to submit to a background check. This requires you to upload a copy of your Driver's License or other state issues, valid, current/not expired, photo ID.

For FAQs on our Studio Security, Background Checks, Privacy and Respect Policies please visit our [\*\*FAQs page\*\*](#).

### **Client's Statement Of Health**

Client warrants that Client is in good health and has no condition, which could be aggravated or worsened by the use of the Studio, any equipment therein, or receipt of Our Services. Further, Client warrants that should Client develop a health condition which could be aggravated by use of the Studio, any equipment therein, or receipt of Our Services, that Client will immediately cease all use of the Studio, any equipment therein, or receipt of Our Services and notify Holistique in writing of such conditions.

### **Heated Service and Infrared Exposure Notices and Consent**

Client (and/or Client Guest(s)) acknowledges and agrees that Client is obligated to always follow manufacturers' warnings and directions for use, which is posted in the Studio and can be provided by Holistique upon request. Exercising in hot temperatures can put stress on the cardiovascular system. Therefore, hot exercise programs are not recommended for and should not be used by:

- 1) Individuals with chronic disease or who have suffered heat strokes or heat stress in the past, history of dizziness, fainting spells, narcolepsy, and/or history of seizures.
- 2) Individuals with cardiovascular disease or condition, including but not limited to aneurism, angina, atherosclerosis, congenital heart disease, high blood pressure, history of stroke, etc.
- 3) Individuals who have alcohol or stimulant drugs in their systems (e.g. amphetamines, cocaine, etc.) .
- 4) Children, pregnant or nursing women, or individuals with heat sensitive conditions.

Participation in hot exercise programs should be avoided in the event that Client takes or has been prescribed prescription medications like cardiac drugs, beta-blockers and anticholinergic, or antimuscarinics medications (prescribed for Parkinson's Disease or to reduce the side effects of certain anti-psychotic drugs) as they may interfere with the body's heat loss mechanisms, making those who use them more susceptible to heat illness and impairing the participant's ability to endure the rigors of the program.

If Client has any of the conditions described herein, Client must provide Holistique with a letter from Client's general physician (on letterhead with the general physician's name signed and printed), which letter must certify that the Client's general physician understands the rigors of the activity and that the general physician certifies Client is physically fit to perform and engage in all aspects of the activity and provides their medical consent to Client's participation.

Pregnant women, elderly people, and those with hyper/hypotension must seek the advice of their physician before participating in these activities.

**IF CLIENT IS ON OR HAS BEEN PRESCRIBED MEDICATION** or if in any situation the following symptoms occur, use of heated exercise or sauna service use or any other exercise must be discontinued and medical treatment should be sought:

- A feeling of sudden and severe fatigue,
- Nausea and/or dizziness,
- Lightheadedness or fainting, shortness of breath, passing out or near passing out,
- A cessation of sweating accompanied by dry, hot skin,
- A period of inexplicable irritability, malaise, or flu-like symptoms,
- Chest pain, pressure, tightness, or heart racing.

### **Miscellaneous Terms**

#### **Assumption of Risk:**

Client expressly agrees that all use of the Studio, any equipment therein, or receipt of Holistique Services shall be at Client's sole risk. Furthermore, Client acknowledges Client's duty to exercise ordinary care for Client's own protection and the protection other clients and Holistique staff while using the Studio, any equipment therein, or receiving Holistique Services.

Client further assumes the risk of physical activity with Client's own physical condition and acknowledges that Client has received advice from Client's medical doctor that Client is capable of such activities or receipt of such Services or that Client will seek such advice or that Client assumes the risk of proceeding without such advice. Client acknowledges and agrees that no representation has been made regarding the qualification of Holistique Staff, the Studio, any equipment therein, or the Services, or results to be obtained by use of the same.

#### **Waiver of Liability:**

Client, on behalf of Client and with the express intention of binding Client and Client's heirs, legal representatives, and assigns, agrees to fully and completely release Holistique, and its respective owners, directors, shareholders, partners, managers, members, officers, agents, employees, insurers, agents, successors, assigns, parents, subsidiaries, and affiliated companies ("Released Parties"), from any and all loss, demands, rights, suits, penalties, controversies, settlements, damages, expenses, costs, compensation, loss of services, subrogated rights, liabilities, attorneys' fees, awards, claims, and causes

of action, whether arising in contract, tort, statute, strict liability, product liability, or otherwise (“Liability Claims”), arising out of or in any way connected with the Services of Holistique, the use of the Studio or any equipment therein, or related to this Agreement, for bodily injury, illness, disease, or death sustained by Client. The foregoing release shall also apply to any and all Liability Claims relating to loss or damage to property belonging to Client, including but not limited to wallets, keys, jewelry, or automobile, sustained in or within any areas surrounding Holistique LLC or its premises. The foregoing release shall apply regardless of whether or not any such Liability Claim arises in whole or in part from the sole or concurrent negligence, omission, or fault of any Released Party.

**Indemnity Obligations:**

Client agrees to indemnify, hold harmless and defend Holistique LLC and its respective officers, directors, shareholders, owners, partners, managers, members, agents, employees, agents, affiliated companies, assigns and successors (“Indemnified Parties”), from and against all loss, liability, damages, compensation, penalties, damages, expenses, costs, settlements, judgments and/or awards, including costs, expenses and reasonable attorneys’ fees as a result of any demands, actions, suits, proceedings or other such claims, whether sounding in contract, tort, statute or otherwise, arising on and after the date of this Agreement (“Indemnification Claims”) arising out of or in any way relating to Indemnification Claims for bodily injury, sickness or death of any person or persons, or damage to or destruction of tangible property, including the loss of use resulting therefrom, caused by (i) Client’s or Client’s Guest’s acts, omissions, fault, negligence or intentional conduct while on or surrounding the premises of any Holistique LLC property; (ii) Client’s or Client’s Guest’s violation of any Holistique LLC policy or rule concerning safety or Client conduct; or (iii) Client’s or Client’s Guest’s breach of representations or warranties contained in this Agreement. The foregoing indemnity and defense obligations will apply regardless of cause or fault or negligence, including fault or negligence on the part of the Indemnified Party(ies).

**Non-Disparagement:**

The parties shall not, at any time during the term of or after termination of this Agreement, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the other party. Notwithstanding the foregoing, nothing in this Agreement shall preclude the parties from making truthful statements that are required by applicable law, regulation or legal process.

**Disclaimer of Guarantee:**

- 1) Client accepts and agrees that Client is entirely and solely responsible for Client’s progress and results from the Services.
- 2) Client accepts and agrees that Holistique cannot control Client’s responses to the provision of the Services under this Agreement.
- 3) Client agrees to immediately communicate to Holistique any dissatisfaction or concerns with the Services, and both will take action to remedy the situation.
- 4) Holistique makes no representations or guarantees whatsoever regarding performance of this Agreement other than those specifically stated herein.
- 5) Holistique makes no guarantee or warranty that the Services will meet Client’s requirements or that all Client will achieve its results/goals.

**Notices:**

Any notices which may be given in connection with this Agreement shall be given in writing and may be delivered in person or by email via the addresses set forth below.

**Entire Agreement:**

This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

**Severability:**

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

**Sections and Headings:**

The sections and headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**Governing Law and Dispute Resolution:**

This Agreement shall be governed in all respects and construed and enforced in accordance with the laws of the State of Colorado without regard to any rules governing conflicts of laws. In the event of any dispute or claim relating to or arising out of this Agreement, Client's use of the Studio, or receipt of Services, the parties shall submit the dispute to mediation, the cost of which shall be split equally among the parties. If any dispute cannot be resolved through mediation within ninety (90) days, the parties agree to submit the dispute to binding arbitration. The Arbitration shall be conducted before the Judicial Arbitration and Mediation Services/Endispute ("JAMS") in Colorado Springs, Colorado, pursuant to JAMS rules and before a JAMS Arbitrator selected by the parties or, if the parties cannot agree, pursuant to the JAMS rules. Holistique shall be entitled to attorney fees and costs in the event it prevails in arbitration.

**Memberships**

The following Section details the terms of a Holistique Membership ("Membership") and applies only to Holistique Memberships. Client acknowledges that enrolling in a Membership is specific to Holistique Breathesuites (HaloSauna Breath & Detox Suites). A "Member" refers to a Client who also enrolls in a Membership pursuant to this Agreement. A Client is not required to become a Member to obtain any other Services provided by Holistique, but a Member is always also a Client.

**Term and Termination**

**Initial Term:**

Member agrees to an Initial Term of six (6) months, which will commence on the first (1st) day of the month following the Effective Date of this Agreement. If Member purchases a membership after the first day (1st) day of the month, Member will pay a prorated amount of Membership Dues (see Prices listed above) based on the number of days remaining in the month. A prorated month does not count towards satisfaction of the Initial Term.

**3-day Right to Cancel:**

Member may cancel the Membership by providing written notice (in person or electronically) before midnight on the third business day after Member enrolls in a Membership. The cancellation must include Member's signature or the signature of Member's authorized legal representative. Within thirty (30) days of Holistique's receipt of Member's notice of cancellation, Holistique shall return any payments made for Services not rendered during the initial three (3) days. If Member uses Breathesuite

Sessions before the cancellation, Holistique may charge Member a reasonable fee based on Member's actual use at the then-current Breathesuite Session rate for such Breathesuite Session(s).

**Auto Renewal:**

Following the Initial Term, Member's Membership will renew automatically on a month-to-month basis, and Member will be charged at the rate of the Membership Dues, unless and until the Membership is terminated.

**Early Termination:**

If Members desires to terminate the Membership before the end of the Initial Term, Member must terminate the Membership at least five (5) calendar days in advance of the next billing cycle to avoid Membership Dues for the following month and must provide written notice (in person or electronically), which includes Member's signature or the signature of Member's authorized legal representative ("Early Termination"). In the event of Early Termination, Member will be liable for a ninety-nine dollar (\$99.00 USD) early cancellation fee. Any outstanding balances on Members's account must be paid in full at the time of Early Termination. Member's Membership will cease at the end of the final month for which Member has paid Membership Dues. If Member later elects to become a Member again, enrollment fees may apply, and new, then-current agreement terms and pricing will apply. Upon Early Termination, any discounts associated with Member's Membership will be forfeited.

**Client Termination:**

After the Initial Term, Client may terminate the Membership at any time, without any fee, but must terminate the Membership at least five (5) calendar days in advance of the next billing cycle to avoid Membership Dues for that following month and must provide written notice (in person or electronically), which includes Client's signature or the signature of Client's authorized legal representative ("Client Termination"). Any outstanding balances on Client's account must be paid in full at the time of Client Termination. Studio access will be suspended and all Membership benefits will cease at the end of the final month for which Client has paid Membership Dues. If Client later elects to become a Member again, enrollment fees may apply, and new, then-current agreement terms and pricing will apply. Upon Client Termination, any discounts associated with Client's Membership will be forfeited.

**Termination for Member Relocation:**

If Member moves more than fifty (50) miles from the Studio, Member may terminate the Membership without penalty and will be entitled to receive a pro rata refund, where applicable, for any prepaid sums for Breathesuite Sessions not use. Proof of relocation is required for a refund or waiver of the Early Termination fee within the Initial Term.

**Termination Due to Member Death or Disability:**

If by reason of disability Member is unable to continue the Membership, then Member or Members's legal representative may cancel the Membership without penalty and receive a pro rata refund, if applicable, for any prepaid sums. A disability shall mean a condition which precludes Member from physically using the Membership or Studio and, at Holistique's request, must be verified by a physician. If by reason of death Member is unable to continue the Membership, then Member's Membership shall terminate without penalty automatically upon Holistique's receipt of a notice of Member's death. Holistique shall be entitled to payment for Breathesuite Sessions already used prior to the onset of Member's disability or Member's death.

**Lapse In Member Use:** All Membership Dues, including applicable fees, must be paid regardless of Member's use of the Membership.

**Membership Freeze:** Member may request to freeze the Membership by providing Holistique with a written request (in person or electronically), which includes Member's signature or the signature of Member's authorized legal representative. A Membership Freeze request will be granted by Holistique in calendar month increments not to exceed three (3) months in a calendar year. During the Membership Freeze period, a ten-dollar (\$10) per month freeze fee will continue to be billed on the first (1st) day of the month starting the month following the request. Applicable taxes may apply. Members' access to Membership is suspended during a Membership Freeze. Any month during which the Member opts to freeze the Membership will not be counted towards satisfaction of the Initial Term.

#### **Membership Specific Payment and Billing Terms**

##### **Membership Payments:**

Client expressly authorizes Holistique to charge the account or card on file for all monthly Membership Dues and any applicable fees.

##### **Membership Dues During Initial Term:**

Notwithstanding anything in this Agreement to the contrary, Holistique shall not be permitted to change Client's Membership Dues during the Initial Term.

##### **Delinquent Accounts:**

If payment of Member's Membership Dues for the monthly billing cycle are not successful at the time that billing is processed, Member's Membership will go into a 5-day grace period wherein Member may still use the Membership. After the fifth (5th) day, if Member still has not paid the monthly Membership Dues, Member's Membership will be placed in delinquent status and Member's use of the Membership will be suspended until the Membership Dues are paid in full. In the event that Member's Membership Dues for the monthly billing cycle are not successful for three (3) consecutive months, Member's Membership will be automatically cancelled on the fourth (4th) billing-cycle.

#### **Studio Access for Members**

**Staffed & Non-Staffed Hours:** Members are entitled to 24-hour access to the Studio, unless otherwise specified. Member acknowledges and understands that the Holistique Membership that allows Members access to the Studio during both staffed and non-staffed hours. As such, Member acknowledges and understands that there will be no supervision and/or assistance during non-staffed hours. Member further acknowledges and understands that if Member is injured, becomes unconscious, or suffers a stroke or heart attack, there will likely be no one to respond to the emergency and that Holistique has no duty to aid. Even though Holistique is equipped with surveillance cameras, Member acknowledges and understands they such surveillance is not monitored and that it is likely that should Member require immediate assistance, none will be provided. Staffed hours shall be subject to change at the sole discretion of Holistique.

Member further agrees that any provided access credentials including but not limited to a mobile access pass, PIN number, biometrics data, or the like is issued to Member only and must not be shared with or provided to any other individuals.

**Changes to Membership Terms:** Holistique, in its sole discretion, may change any of the Membership terms in this Section 1-B, which shall become effective fourteen (14) calendar days after Holistique

provides Member with written notice of the change. If, after notice of a change is received, Member does not terminate the Membership by the next monthly billing cycle, Member will be considered to have accepted the change.

### **General Client Rights and Expectations**

Sometimes You may feel uncomfortable or unhappy with your Services. That is normal, especially if you are receiving Therapeutic Support or Coaching Services since You will likely be talking about things that may be unpleasant to you. You may discontinue Services at any time.

Providers have no say in custody issues, parenting time, and no obligation to go to court for You. Provider notes are considered protected health information and will only be released pursuant to our Notice of Privacy Practices and Office Policies.

In some circumstances You may be in a group setting. As a member of the group, You agree to not disclose to anyone outside the group any information that may help to identify another group member. This includes, but is not limited to, names, physical descriptions, biological information, and specifics to the content of interactions with other group members.

You agree to participate sober, i.e., not under the influence of alcohol, marijuana, or in-kind substances or any other controlled substances.

When engaging with Therapeutic Support, the law says that a Provider cannot share what a Client says in therapy unless the Client agrees—it's called "privileged communication." As such Holistique LLC follows a general confidentiality agreement: You have the right to confidentiality and privacy by your Provider and other group members in a group setting. Confidentiality within all settings (private and group) is a shared responsibility of all. While Your Provider may not disclose any privileged communications or information, except as provided by law, group members' communications are not protected. As such, confidentiality within the group setting is often based on mutual trust and respect. What you say in sessions is confidential except:

- When You instruct Your Provider to break confidentiality;
- When the court instructs the Provider to break confidentiality;
- In certain instances, when You sue the Provider;
- In certain instances, when You sue a practitioner and/or provider that Your Provider is consulting with;
- If Your Provider is being investigated because of legal, ethical, or professional problems having to do with Your case;
- When Your Provider knows about, or suspect, physical abuse, sexual abuse or neglect of a child;
- When Your Provider knows about, or suspect, abuse of an at-risk adult (like an elder person);
- When You threaten to harm another person;
- When You threaten to harm yourself;
- When a family member(s) communicates to Your Provider that You present a danger to others or yourself;
- When discussing cases with a consulting your practitioner and/or provider.

## **Section 2 Privacy and Confidentiality**

### **Coaching Authorization**

Coaching is a partnership focused on developing Client's awareness, thinking, and abilities in order to help Client identify and achieve Client's goals. In coaching conversations Client must be direct and honest. The success of the coaching engagement depends upon Client's commitment and openness to the process. If Client believes that coaching is not working as desired, Client agrees to communicate this to the Coach. Please note that coaching should not be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, or substance abuse treatment and should not be used in place of any form of diagnosis, treatment, or therapy.

**Confidentiality:**

The existence of the coaching relationship, as well as any information that the Coach receives from Client, are to be fully and completely confidential. Client hereby acknowledges and agrees, however, that a coach-client relationship is not considered a legal confidential relationship and therefore communications between Client and the Coach are not subject to any legal confidentiality requirement or privilege. The Coach will not, however, disclose Client's name or any of Client's information or communications with the Coach without Client's consent, unless subject to a legal requirement, such as a court order, subpoena, or law enforcement inquiry.

**Coach Commitment To Client:**

- Your Coach will honor the time that You are together and hold Your confidences.
- Your Coach will not judge You and will respect Your perceptions of the world.
- It is not Your Coach's job to change You. It is Your Coach's privilege to bring into awareness, clarity of choices, and if You choose, action to Your life.
- Your Coach will present an open heart.
- Your Coach will always hold You in positive focus. You and Your Coach will concentrate on what is working in Your life and how to create more that will work for You.
- Your Coach will believe You have all the answers within.

**Client Commitment:**

Client understands and agrees that in order to enhance and maximize the Coaching, Client must communicate honestly, be open to feedback and assistance, and to dedicate the time and energy to participate fully in the Coaching. At all times during the Coaching, Client shall be solely responsible for participating in and implementing the Coaching. Client agrees that the Coach shall not be liable or responsible for any action or inaction, or for any direct or indirect result of the Coaching provided by the Coach.

**45 C.F.R. Parts 160 and 164) ("Notice")**

Notice of Privacy Practices and Policies and Authorization for Use or Disclosure of Protected Health Information (Required by the Health Insurance Portability and Accountability Act, 45 C.F.R. Parts 160 and 164) ("Notice")

BY SIGNING THIS NOTICE YOU ACKNOWLEDGE THAT YOU HAVE HAD THE OPPORTUNITY TO READ THIS NOTICE AND/OR YOUR PROVIDER HAS VERBALLY EXPLAINED IT TO YOU. THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Uses and Disclosures for Treatment, Payment, and Health Care Operations:

Your Therapist may use or disclose Your protected health information ("PHI"), for treatment, payment, and health care operations purposes. PHI refers to information in your health record that could identify You. Below are some examples of the ways in which your Therapist may use or disclose your PHI:

- Use: "Use" refers to activities within Holistique, such as sharing, employing, applying, utilizing, examining, and analyzing your PHI.
- Disclosure: "Disclosure" refers to activities outside Holistique such as releasing, transferring, or providing access to Your PHI to other parties.
- Treatment: Your Therapist may use and disclose Your PHI for and during provision of Your treatment. Your Therapist may also disclose Your PHI to another provider of Yours for and during the provision of Your treatment, the purpose of such disclosure may include the coordination of Your treatment and care, consultation between Your Provider and Your other provider(s) related to Your treatment and care, or to provide a referral to another provider for your treatment and care.
- Healthcare Operations: Your Provider may use and disclose Your PHI for healthcare operations, which are activities that relate to the performance and operation of Holistique's Therapeutic Support Services. Examples of healthcare operations are quality assessment and improvement activities, business related matters, such as audits and administrative services, and case management and care coordination.

Records are maintained on computer and fax and electronic transmission is utilized on an ongoing process, not a one-time occurrence.

#### Uses and Disclosures That Require Your Authorization:

Your Provider may use or disclose Your PHI for purposes outside of treatment, payment, or health care operations only when Your Provider obtains appropriate authorization from You. An "authorization" is written permission above and beyond the general consent that permits only specific disclosures. In those instances when Your Provider is asked for information for purposes outside of treatment, payment or health care operations, Your Provider will obtain an authorization from You before releasing Your PHI. Your Provider will also need to obtain Your specific authorization before releasing Your Psychotherapy Notes. "Psychotherapy Notes" are notes Your Provider has made about Your conversation during a private, group, joint, or family counseling session, which Your Provider has kept separate from the rest of your medical record. Your Psychotherapy Notes are given a greater degree of protection than PHI. *You may revoke all such authorizations (of PHI or Psychotherapy Notes) at any time, provided each revocation is in writing.* You may not revoke an authorization to the extent that (1) Your Provider has relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage and law provides the insurer the right to contest the claim under the policy. *With only certain exceptions, Your Provider is not permitted to disclose any confidential communications you make to Your Provider or advice Your Provider gives to You without Your consent.* See C.R.S. §12-43-218 for more information.

#### Uses and Disclosures with Neither Consent nor Authorization:

Your Provider may disclose Your PHI or Your confidential communications and advice *without Your consent* under the following circumstances:

- Child Abuse: If Your Provider has reasonable cause to suspect child abuse or neglect, Your Provider must report this suspicion to the appropriate authorities as required by law.
  - Adult and Domestic Abuse: If Your Provider has reasonable cause to suspect You have been criminally abused, Your Provider must report this suspicion to the appropriate authorities as required by law.

- **Health Oversight Activities:** If Your Provider receives a subpoena or other lawful request from the government or a court, Your Provider must disclose the relevant PHI pursuant to that subpoena or lawful request.
- **Judicial and Administrative Proceedings:** If You are involved in a court proceeding and a request is made for information about Your diagnosis and treatment or the records thereof, such information is privileged under state law, and Your Provider will not release Your PHI without Your written authorization or a court order. This privilege does not apply when You are being evaluated for a third party or where the evaluation is court ordered. Your Provider will inform You in advance in this situation.
- **Lawsuits and Disputes:** If You are involved in a lawsuit or a dispute, Your Provider may use Your PHI to defend Holistique or Your Provider or to respond to court orders.
- **Law Enforcement:** Your Provider may release your PHI if required by law when asked to do so by a law enforcement official.
- **Serious Threat to Health or Safety of Yourself or Others:** If You communicate to Your Provider a threat of physical violence against a reasonably identifiable third person and You have the apparent intent and ability to carry out that threat in the foreseeable future, Your Provider may disclose Your relevant PHI and take reasonable steps permitted by law to prevent the threatened harm from occurring. If Your Provider believes there is an imminent risk that You will inflict serious physical harm on yourself, Your Provider may disclose Your PHI in order to protect You.
- **Workers' Compensation:** Your Provider may disclose Your PHI as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

#### **Client Rights and Therapists' Duties:**

You always have the following rights:

- **Right to Terminate Therapeutic Services:** If You wish, Your Provider can provide You with the names and phone numbers of other qualified mental health professionals or You can cease treatment altogether.
- **Right to Information:** You are entitled to ask questions about the procedures used during therapy, the approximate duration of therapy (if it can be determined), and the fee structure and policies Your Provider uses.
- **Prevent Electronic Recording:** You can decide whether any part of the therapy session is recorded and permission to record must be granted by You in writing explaining the purpose for the recording and for what time period the recording will take place. You have the right to withdraw Your permission to record at any time.
- **Avoid Dual Relationships with Your Therapist:** Your relationship with Your therapist should remain strictly professional. In this regard, it is unethical and illegal for a therapist to engage in any sexual behavior with any client, at any time. If any sexual behavior occurs, a written complaint should be sent to DORA or a phone call can be made to that agency. The address, phone number, and website for that agency are listed below.
- **Right to Request Restrictions:** You have the right to request restrictions on certain uses and disclosures of Your PHI. However, Your Provider is not required to agree to a restriction You request.
- **Right to Receive Confidential Communications by Alternative Means and at Alternative Locations:** You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. For example, You may not want a family member to know that You are seeing a therapist. On Your request, Holistique will send your bills or other communications to another address.

- Right to Inspect and Copy: You have the right to inspect or obtain a copy (or both) of PHI in Your Provider's or Holistique's mental health and billing records used to make decisions about You for as long as the PHI is maintained in the record. Your Provider may deny Your access to PHI under certain circumstances, but in some cases, You may have this decision reviewed. On Your request, Your Provider will discuss with You the details of the request process.
- Right to Amend: You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. Your Provider may deny Your request. On Your request, Your Provider will discuss with You the details of the amendment process.
- Right to an Accounting: You generally have the right to receive an accounting of disclosures of PHI. On Your request, Your Provider will discuss with You the details of the accounting process.
- Right to a Paper Copy: You have the right to obtain a paper copy of this Notice from Your Provider or Holistique upon request, even if You have agreed to receive the notice electronically.
- Provider Duties: Your Provider is required by law to maintain the privacy of PHI and to provide You with notice of Your Provider's legal duties and privacy practices with respect to PHI. Holistique reserves the right to change the privacy policies and practices described in this Notice. Unless Holistique notifies You of such changes, Holistique and its Providers are required to abide by the terms currently in effect. If Holistique revises its policies and procedures, the revised version will be available by electronic record.

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- Right to Terminate Therapeutic Services: If You wish, Your Provider can provide You with the names and phone numbers of other qualified mental health professionals or You can cease treatment altogether.
- Right to Information: You are entitled to ask questions about the procedures used during therapy, the approximate duration of therapy (if it can be determined), and the fee structure and policies Your Provider uses.
- Prevent Electronic Recording: You can decide whether any part of the therapy session is recorded and permission to record must be granted by You in writing explaining the purpose for the recording and for what time period the recording will take place. You have the right to withdraw Your permission to record at any time.
- Avoid Dual Relationships with Your Therapist: Your relationship with Your therapist should remain strictly professional. In this regard, it is unethical and illegal for a therapist to engage in any sexual behavior with any client, at any time. If any sexual behavior occurs, a written complaint should be sent to DORA or a phone call can be made to that agency. The address, phone number, and website for that agency are listed below.
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#### LITIGATION LIMITATION:

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce, custody disputes, injuries, lawsuits, etc.), neither You nor Your attorney(s), nor anyone else acting on Your behalf will call on Holistique LLC or Holistique Staff or Providers to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

#### VII. Complaints

If you have questions about this Notice, disagree with a decision Holistique or Your Provider makes about access to Your records, or have other concerns about Your privacy rights, You may contact our Privacy Officer at Holistique listed below. If You believe that Your privacy rights have been violated and wish to file a complaint with Holistique, You may send Your written complaint to Holistique LLC. All requests, questions, concerns, or complaints must be submitted in writing to: Holistique LLC Privacy Officer at 16577 Cinematic View, Monument, Colorado 80132.

You may also send a written complaint to the Colorado State Grievance Board at 1560 Broadway, Suite 1340, Denver, Colorado 80202; (303) 894-7766; [www.dora.state.co.us/mentalhealth](http://www.dora.state.co.us/mentalhealth).

You have specific rights and neither Holistique nor its Providers will retaliate against You or penalize You in any way for exercising Your right to file a complaint.

#### Heated Service and Infrared Exposure Notices and Consent

Client (and/or Client Guest(s)) acknowledges and agrees that Client is obligated to always follow manufacturers' warnings and directions for use, which is posted in the Studio and can be provided by Holistique upon request. Exercising in hot temperatures can put stress on the cardiovascular system. Therefore, hot exercise programs are not recommended for and should not be used by:

- 1) Individuals with chronic disease or who have suffered heat strokes or heat stress in the past, history of dizziness, fainting spells, narcolepsy, and/or history of seizures.
- 2) Individuals with cardiovascular disease or condition, including but not limited to aneurism, angina, atherosclerosis, congenital heart disease, high blood pressure, history of stroke, etc.
- 3) Individuals who have alcohol or stimulant drugs in their systems (e.g. amphetamines, cocaine, etc.) .
- 4) Children, pregnant or nursing women, or individuals with heat sensitive conditions.

Participation in hot exercise programs should be avoided in the event that Client takes or has been prescribed prescription medications like cardiac drugs, beta-blockers and anticholinergic, or antimuscarinics medications (prescribed for Parkinson's Disease or to reduce the side effects of certain anti-psychotic drugs) as they may interfere with the body's heat loss mechanisms, making those who use them more susceptible to heat illness and impairing the participant's ability to endure the rigors of the program.

If Client has any of the conditions described herein, Client must provide Holistique with a letter from Client's general physician (on letterhead with the general physician's name signed and printed), which letter must certify that the Client's general physician understands the rigors of the activity and that the general physician certifies Client is physically fit to perform and engage in all aspects of the activity and provides their medical consent to Client's participation.

Pregnant women, elderly people, and those with hyper/hypotension must seek the advice of their physician before participating in these activities.

**IF CLIENT IS ON OR HAS BEEN PRESCRIBED MEDICATION** or if in any situation the following symptoms occur, use of heated exercise or sauna service use or any other exercise must be discontinued and medical treatment should be sought:

- A feeling of sudden and severe fatigue,
- Nausea and/or dizziness,
- Lightheadedness or fainting, shortness of breath, passing out or near passing out,
- A cessation of sweating accompanied by dry, hot skin,
- A period of inexplicable irritability, malaise, or flu-like symptoms,
- Chest pain, pressure, tightness, or heart racing.

#### **Electronic Therapeutic Support and Coaching Informed Consent**

You hereby consent to participate in electronic Therapeutic Support and/or Coaching Services through Holistique, LLC. You understand that these Services are delivered via technologically assisted media or other electronic means between a Provider and a client who are located in two different locations. You understand the following:

- 1) You have the right to withdraw consent at any time without affecting Your right to future Services or benefits to which You would otherwise be entitled.
- 2) There are risks, benefits, and consequences associated with technologically assisted media, including but not limited to, disruption of transmission by technology failures, interruption and/or breaches of confidentiality by unauthorized persons, and/or limited ability to respond to emergencies.
- 3) There will be no recording of any of the electronic Services by either party. All information disclosed during Services and written records pertaining to those Services are confidential and may not be disclosed to anyone without written authorization, except where the disclosure is permitted and/or required by law.
- 4) The privacy laws that protect the confidentiality of Your protected health information (PHI) also apply to electronic Therapeutic Support Services unless an exception to confidentiality applies (i.e. mandatory

reporting of child, elder, or vulnerable adult abuse; danger to self or others; You raise mental/emotional health as an issue in a legal proceeding—See Notice above).

5) If You are having suicidal or homicidal thoughts, actively experiencing psychotic symptoms, or experiencing a mental health crisis that cannot be resolved remotely, it may be determined that technologically assisted Therapeutic Support Services are not appropriate, and a higher level of care is required.

6) During a technologically assisted Service, You or Your Provider could encounter technical difficulties resulting in service interruptions. If this occurs, You should attempt to resolve the issue by ending and restarting the session. If a reconnect is not possible within ten minutes, Your Provider will directly contact You on the phone number You have provided to reschedule.

7) Your Provider may need to contact Your emergency contact and/or appropriate authorities in case of an emergency. Emergency Protocols require that Your Provider know Your location in case of an emergency. You agree to inform Your Provider of the address where you are located, at the beginning of each session. You agree to provide an emergency contact person to Your Provider that may be contacted on Your behalf in a life- threatening emergency.

#### Massage Therapy Consent

Client understands that the Massage Therapy is intended to enhance relaxation, reduce pain caused by muscle tension, increase range of motion, improve circulation, and offer a positive experience of touch. Holistique Providers only provide therapeutic massage and modalities that are within the scope of practice for the licensed profession. Clients with acute injuries or conditions that are outside of the scope of practice for massage should consult with their doctor. Client agrees that the general benefits of massage, possible massage contraindications, and the treatment procedure have been explained to Client and Client understands that Massage Therapy is not a substitute for medical treatment or medications, and that it is recommended that Client concurrently work with a primary care provider for any condition Client may have.

Client is aware that Holistique Providers do not diagnose illness or disease, do not prescribe medications, and that spinal manipulations are not part of massage therapy. Clients must provide an accurate health history and agree to inform their Provider of any updates or changes to their health/medical condition. Client WILL inform the Provider of all known physical conditions, medical conditions, and current medications prior to each service, and WILL keep the Provider updated on any changes. Any client with a contagious condition including common cold, influenza, stomach flu, coronavirus, meningitis, shingles, contagious skin conditions, etc. must not come into the Studio, and must call to inform the Provider before the scheduled appointment time. Clients may reschedule their appointment after the contagious condition has resolved. Clients with signs of symptoms of an active systemic or localized infection (e.g. fever, sore throat, swelling, etc.) at the time of a scheduled massage are asked to notify their Provider and reschedule their appointment.

Client understands that there shall be no liability on the Provider's part due to Client's non-disclosure or failure to relay any pertinent information. If Client experiences any pain or discomfort during the Service, Client will immediately communicate that to the Provider so the treatment can be adjusted.

Client understands and agrees to abide by the Provider's instructions and will not hold Holistique LLC or the Provider responsible for any personal injury or loss of property. Massage Therapy Services will begin

and end at the scheduled time. Services that begin late due to Client's late arrival will end at the scheduled time. All clients will be treated with respect and dignity. Personal and professional boundaries will be respected at all times.

All clients will be appropriately draped with a sheet at all times during the Service. Only the area(s) of the body that are currently being worked will be exposed. The genital area is never exposed or massaged. Client privacy and confidentiality will be maintained at all times. Any client who arrives under the influence of drugs or alcohol will be asked to leave. Clients are expected to be clean and have showered prior to receiving Massage Therapy (on same day). All clients are provided with a competent and professional massage that focuses on the needs of each individual client. Harassment of any kind is not tolerated and the Service will be terminated if this occurs, or if the Provider's safety is compromised in any way.

**Physical Exercise and Wellness Consent  
(Yoga, Pilates, Physical, Diet Instruction/Training)**

Client is aware that the Providers of yoga, Pilates, physical training, and nutrition, are there to serve Client by sharing knowledge, support, and motivation.

Client understands that these practices involve physical movement and exercise which may from time to time be strenuous, and that such practice carries some risk of injury.

Client also understands that Client must judge Client's own capabilities with respect to practicing movements. By Client receiving Services by Holistique Providers, Client agrees to take full responsibility for not exceeding Client's limits in the practices for any injury Client might suffer.

Client acknowledges that it is Client's responsibility to ascertain that there is no medical reason or issue that prevents Client's participation in the Services and that it is Client's responsibility to inform the Provider immediately if an injury occurs.

Client understands that, from time to time during the Services the Provider may physically adjust Client form in postures. If Client does not want such physical adjustments, Client will so inform the Provider. Client also acknowledges that if Client does wish to receive such physical adjustments, Client hereby waives and releases any claim that the Provider caused any injury to Client.

**Professional Disclosure Statement**

1. For Clients Receiving Clinical Mental Health Care:
  - a. Supervision provided according to Colorado Department of Regulatory Agencies (DORA).
2. Client Rights & Responsibilities:
  - a. Clients have the right to confidentiality within legal limits.
  - b. Clients may request records, ask questions, and terminate services at any time.
  - c. Clients agree to attend sessions consistently, respect boundaries, and communicate professionally.
3. Confidentiality & Limits:
  - a. Information is confidential except in cases of:
    - b. Danger to self or others
    - c. Abuse or neglect of vulnerable populations
    - d. Court orders
    - e. Professional consultation

4. Sessions are 53 minutes
5. This practice does not provide crisis services. In emergencies call 911 or 988.

## Section 3 Guest Privileges

Client/Member hosting a guest agrees to be responsible for any damage to the gym or spa's property or equipment caused by their negligent or willful act or omission. The facility is not responsible for any loss or damage to the Member's personal property while on the premises, including items left in lockers or other designated areas. All personal property is brought onto the premises at the Member's own risk. Client must follow instructions provided and keep personal belongings in cubbies and clear of heaters to ensure that personal belongings do not have the ability to interfere with equipment or other clients.

Holistique allows clients to bring Guests to no charge subject to the following policies and restrictions.

Clients may bring a Guest during open reception hours only. All Guests must provide identification and sign the required Waiver on their first visit before using or accessing the Studio or Services. All Guests must be at least eighteen (18) years of age unless a legal parent or guardian signs the required Waiver. Clients may bring as many Guests as they would like for one (1) single visit. Guests are never permitted to use or access the Studio or Services during non-staffed hours regardless of the client having access to allow entry. Guests must always check in with Holistique Staff before being permitted access to the Studio or Services.

Guest passes are available and may be provided to client to distribute to friends, family, and other guests for a one-time VIP session. We highly suggest that clients contact Holistique to schedule a Guest visit at least 24 hours ahead of the visit to ensure availability for the Guest. Chewing gum, candy, and all outside food is prohibited.

## Section 4 Acknowledgement

### Studio Security

We partner with [Flair Data](#), a professional security and access management provider used by shared workspaces and studios. Their systems help us manage access consistently and responsibly while prioritizing privacy.

All contractors, providers, clients, etc. with independent access to the studio are required to submit to a background check. This requires you to upload a copy of your Driver's License or other state issues, valid, current/not expired, photo ID.

For FAQs on our Studio Security, Background Checks, Privacy and Respect Policies please visit our [FAQs page](#).

**Applicable Law And Severability:** I agree that this Agreement shall be governed for all purposes by Colorado law, without regard to any conflict of law principles. I further expressly agree that the foregoing Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of

Colorado, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment Of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity, fully understand its terms, and understand that I am giving up my rights, including my right to sue. I acknowledge that I am signing this Agreement freely and voluntarily and intend by my signature to be a complete and unconditional bound hereto, to the greatest extent allowed by law.

**Client Signature**

I (Client) have read and understand this Agreement, including the waiver of liability, assumption of risk, and indemnity provisions, fully understand its terms, and understand that I am giving up my rights, including my right to sue. I acknowledge that I am signing this Agreement freely and voluntarily, and intend by my signature to be a complete and unconditional bound hereto, to the greatest extent allowed by law.

**Parent/Legal Guardian Consent For Minors**

**Consent for Minor**

For clients under age 18 who wish to use the Studio or receive Services, a parent/legal guardian is required to sign this Agreement on their behalf prior to using the Studio or receiving any Services.

As a legal parent/guardian of the below detailed minor Client, I hereby grant permission for said minor to use the Studio and receive Services, whether at the Studio, On-Location, or virtually. I attest that I am the legal parent/guardian of said minor and attest to the age of the minor. I have carefully read, understood, and ensured all information being provided is accurate to the best of my ability and hereby agree that said minor and I will abide by provisions of this Agreement, including the Client Expectations. I further understand that I am financially responsible for the minor and all related costs that may result from the minor's use of the Studio or Services. I understand that I am responsible for the actions and results of the actions of the minor when the minor is using the Studio or receiving Services and that neither the Staff or Providers are providing supervision of the minor. I understand that minors must be accompanied by a legal parent or guardian at all times when using the Studio and that the legal parent or guardian must be a paying Client. I understand that minors are not permitted to use the Studio without a legal parent or guardian and are not provided with 24/7 access as part of their Membership. I understand that violation of these and all other listed rules and notices will result in the termination of the membership(s).

**Parent/Legal Guardian Consent For Minors**

For clients under age 18 who wish to use the Studio, the Breathesuites, or any other equipment therein, a legal parent/guardian is required to sign this Agreement on their behalf prior to using the Studio, the Breathesuites, or any other equipment therein. As a legal parent/guardian of the below detailed minor participant, I hereby grant permission for said minor to use the Studio, including the Breathesuites, or any other equipment therein. I attest that I am the legal parent/guardian of said minor and attest to the age of the minor. I have carefully read, understood, and ensured all information being provided is accurate to the best of my ability and hereby agree that said minor and I will abide by provisions of this Agreement, including the Participant Expectations. I further understand that I am financially responsible for the minor and all related costs that may result from the minor's use of the Studio, the Breathesuites, or any other equipment therein. I understand that I am responsible for the actions and results of the actions of the minor when the minor is using the Studio, the Breathesuites, or any other equipment therein, and that the Holistique staff is not providing supervision of the minor. I understand that minors

must be accompanied by a legal parent or guardian at all times when using the Studio, the Breathesuites, or any other equipment therein, and that the legal parent or guardian must be a participant or paying Client. I understand that minors are not permitted to use the Studio, the Breathesuites, or any other equipment therein, without a legal parent or guardian. I understand that violation of these and all other listed rules and notices will result in the forfeiture of minor's use of the Studio, the Breathesuites, or any other equipment therein.