

Holistique LLC is not equipped for emergency services. In any emergency, call 911.

## SINGLE-SESSION BREATHESUITE AGREEMENT

*(Non-Member — Single Session)*

This Single-Session Breathesuite Agreement (“Agreement”) governs your use of the Breathesuites at Holistique LLC, a Colorado limited liability company, located at 16577 Cinematic View, Monument, Colorado 80132. This Agreement applies to a single session and to any guest accompanying you during that session.

By signing this Agreement, you agree to all terms set forth herein. This Agreement does not govern any provider-based services (massage, therapy, coaching, etc.); those services are subject to a separate agreement.

### THE BREATHESUITES: THERAPEUTIC SAUNA EXPERIENCE

Holistique’s Breathesuites are private therapeutic sauna suites that combine three powerful, complementary wellness modalities into a single, immersive session. Each session is designed to support physiological restoration, stress regulation, and overall vitality in a private, appointment-based environment.

#### Three Modalities, One Experience

**1. Far Infrared Sauna.** Infrared heat penetrates tissue at a deeper level than conventional sauna, creating a passive cardiovascular conditioning effect without the need for exertion. Research-informed applications include support for musculoskeletal comfort, circulation, relaxation response, and nervous system downshifting.

**2. Dry Salt Therapy (Halotherapy).** Pharmaceutical-grade dry salt aerosol is dispersed throughout the suite during each session via an integrated HaloGX™ halogenerator. Halotherapy is used as a research-informed supportive modality for respiratory comfort, airway hygiene, and creation of a calming, grounding environment.

**3. Red Light Therapy (Photobiomodulation).** Specific wavelengths of red and near-infrared light are delivered during the session to support mitochondrial function, cellular energy production, tissue recovery, and skin health. Photobiomodulation is among the most studied non-invasive light-based therapies and represents a research-informed approach with a growing evidence base.

#### Potential Wellness Benefits

Breathesuite sessions are supportive and non-clinical. They are intended to complement, not replace, medical care or licensed therapeutic services. Wellness applications include:

- Muscular release, physical comfort, and recovery support
- Nervous system regulation and stress reduction
- Respiratory ease and comfort
- Circulatory stimulation through passive heat exposure
- Cellular energy support and tissue recovery
- Skin health and collagen density
- General vitality and restorative rest

Holistique does not make medical claims regarding therapeutic outcomes. All benefits described are research-informed applications consistent with general wellness practice. Results are individual and are not guaranteed.

#### Suite Details

Holistique operates HaloSauna™ units: a two-person private suite and a four-person wheelchair-accessible suite. All suites are private, climate-controlled, and sanitized between sessions.

- 2-Person Suite: Interior dimensions 47” x 44”, bench height 20”
- 4-Person Wheelchair-Accessible Suite: Interior 71” x 61”, 36” door opening, 1:12 ramp slope

Sessions are available by appointment. Members have 24/7 online booking access. Non-member clients may book by phone or in person during reception hours.

#### HSA/FSA USE FOR BREATHESUITE SESSIONS

Health Savings Accounts (HSA) and Flexible Spending Accounts (FSA) allow eligible individuals to use pre-tax funds for qualified medical expenses as defined by the Internal Revenue Service (IRS) and their specific plan administrator.

#### Potential Eligibility

Breathesuite sessions are not classified as general spa or luxury services. However, eligibility for HSA/FSA reimbursement is not automatic and is determined solely by each individual's plan administrator. Sauna and heat-based therapies may be eligible when deemed medically necessary for the treatment or management of a diagnosed health condition.

### **Letter of Medical Necessity (LMN)**

Most HSA/FSA plan administrators require a Letter of Medical Necessity (LMN) from a licensed healthcare provider before approving reimbursement for sauna therapy. To be valid, an LMN must:

- Be written by a licensed healthcare provider (MD, DO, NP, PA; some plans may accept other licensed providers)
- State a specific diagnosed medical condition
- Recommend sauna or heat therapy as part of treatment or symptom management
- Specify recommended duration and/or frequency, when applicable
- Be signed and dated by the issuing provider

#### **LMN Validity and Record-Keeping**

Letters of Medical Necessity are typically valid for 12 months and must be renewed when they expire. The IRS recommends retaining all supporting documentation for a minimum of three (3) years. Clients are solely responsible for obtaining, maintaining, renewing, and submitting their own LMN to their plan administrator. Holistique does not generate, review, or submit LMNs on behalf of clients.

### **Payment and Reimbursement Process**

Holistique operates a reimbursement-based model for HSA/FSA use. Clients pay for services out of pocket at the time of service. Upon request, Holistique provides a detailed receipt suitable for submission, including: business name and address; client name and date of service; description of service (sessions are identified as "Breathesuites" — Holistique's term for therapeutic infrared sauna sessions); and amount paid. Clients submit receipts and any required documentation directly to their HSA/FSA administrator. Holistique does not submit claims, communicate with administrators on behalf of clients, or make eligibility determinations.

### **Important Disclosures**

- HSA/FSA eligibility varies by plan and administrator.
- A Letter of Medical Necessity may be required.
- Holistique does not guarantee reimbursement.
- Denial of reimbursement by a plan administrator does not qualify for a refund from Holistique.
- Clients are solely responsible for confirming eligibility with their plan administrator.
- Holistique team members are not permitted to provide HSA/FSA, tax, or benefits advice.

For eligibility questions, contact your HSA or FSA plan administrator or the healthcare provider issuing your Letter of Medical Necessity.

### **PAYMENT TERMS**

Full payment for your Breathesuite session is due at booking, prior to the time of service. Holistique does not accept insurance. By accessing Breathesuite services, you acknowledge that you are paying out of pocket and may not submit insurance claims or superbills for this service.

In accordance with the Village at Jackson Creek PIF Property Covenant and Lease Agreement with Marbal Properties, LLC, a Public Improvement Fee (PIF) of 2.00% applies to all PIF Sales and 5.00% applies to all Lodging Sales, as defined by the applicable covenant. Client agrees to pay all applicable taxes and fees.

Holistique accepts ACH transfer, electronic funds transfer (EFT), and major credit or debit cards. All payments are processed securely through Holistique's third-party payment processor. Holistique does not store full payment card numbers. Current rates are available at [HolistiqueByDesign.com](https://HolistiqueByDesign.com).

### **CANCELLATION AND NO-SHOW**

A minimum of 12 hours' advance notice is required to cancel or reschedule a Breathesuite session. Cancellations with less than 12 hours' notice and no-shows will be charged the full session rate. Rescheduled sessions are subject to availability.

### **Late Arrival**

Please arrive on time. Late arrivals may result in a shortened session to accommodate other scheduled clients. Full payment for the scheduled session length is expected regardless of arrival time.

### **STUDIO USE, CONDUCT, AND CLIENT EXPECTATIONS**

The following expectations apply to all clients, guests, and members during use of the Studio, during the provision of services, and during any on-location or virtual services. Violations may result in suspension of services or termination of this Agreement.

### **Prohibited Items and Conduct**

- Drugs, alcohol, and firearms or weapons of any type are strictly prohibited on the premises at all times.

- Horseplay, disruptive conduct, profanity, or any behavior that interferes with the wellness environment is prohibited.
- Tampering with or damaging studio equipment, saunas, electronics, or property is strictly prohibited.
- Unauthorized outside business solicitation is not permitted.
- Sexual harassment or unlawful discrimination of any kind will not be tolerated.
- Chewing gum, candy, and outside food are prohibited in the studio. No exceptions.

### **Dress and Cleanliness**

Appropriate attire (shirts, pants, and shoes) must be worn in all common areas at all times. During Breathesuite sessions, appropriate personal hygiene is expected. Clothing or conduct deemed inappropriate by Holistique may result in removal from the premises.

### **Equipment and Property**

All studio equipment and supplies must be returned to designated areas after use. Clients must use provided cleaning supplies to wipe down equipment after use. Personal belongings must be stored appropriately and kept clear of heaters. The Studio is not responsible for loss or damage to personal property on the premises.

### **Contagious Illness Policy**

Clients who are experiencing symptoms of a contagious condition (cold, influenza, fever, active infection, contagious skin condition, etc.) must not enter the Studio. Please call to notify Holistique and reschedule your appointment once the condition has resolved.

### **Client Statement of Health**

Client warrants that Client is in good health and is not aware of any condition that would be aggravated by use of the Studio or its services. If Client develops a health condition that may be affected by studio use, Client agrees to immediately cease use and notify Holistique in writing.

## **STUDIO SECURITY, SURVEILLANCE, AND ACCESS**

### **Surveillance Technology**

Holistique's studio is equipped with a 24/7 continuous video surveillance system powered by Verkada, a professional cloud-based security platform. Surveillance cameras are active at all times throughout the common areas of the studio, including entry points and shared spaces.

By accessing, using, or entering the Studio in any capacity, all clients, guests, members, providers, and visitors expressly acknowledge and consent to being recorded by the Verkada surveillance system. Recorded footage is retained in accordance with applicable law and Holistique's internal security policies and may be reviewed in connection with security incidents, policy violations, or legal proceedings.

Surveillance footage is not monitored in real time and does not constitute emergency response capability. During non-staffed hours, Holistique has no duty to aid. In any emergency, call 911 immediately.

### **Access Credentials**

All access credentials issued by Holistique — including but not limited to mobile access passes, PIN numbers, and biometric credentials — are issued to the named individual only and may not be shared, transferred, or provided to any other person. Unauthorized transfer of access credentials is a material violation of this Agreement.

### **Background Screening**

All individuals who are granted independent access to the Studio, including members, are required to complete a background screening prior to receiving access credentials. Background screening requires submission of a valid, government-issued, current photo ID (such as a state driver's license or identification card). Expired identification is not accepted.

Guests are not granted independent access and are not subject to independent background screening. Guests must be accompanied by their sponsoring client or member at all times during studio hours.

For further information about studio security practices, background screening, and privacy policies, please visit our FAQs at [HolistiqueByDesign.com/faqs](https://HolistiqueByDesign.com/faqs).

## **WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION**

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

Client acknowledges and agrees that use of the Breathesuites, including infrared sauna, halotherapy, and red light therapy, is subject to the following health considerations. Participation in heated services is not recommended for and should not be undertaken by:

- Individuals with a history of chronic disease, prior heat stroke or heat stress, dizziness, fainting spells, narcolepsy, or seizure disorders.
- Individuals with cardiovascular disease or conditions, including but not limited to aneurysm, angina, atherosclerosis, congenital heart disease, high blood pressure, or history of stroke.
- Individuals who have consumed alcohol or stimulant substances (e.g., amphetamines, cocaine) prior to a session.
- Children, pregnant or nursing women, or individuals with heat-sensitive medical conditions.
- Individuals taking cardiac drugs, beta-blockers, anticholinergic or antimuscarinic medications (including medications prescribed for Parkinson's disease or as adjuncts to antipsychotic treatment), as these medications may impair the body's heat dissipation mechanisms.

If any of the above conditions apply, Client must provide Holistique with a signed, dated letter from a licensed physician on official letterhead confirming that the physician is aware of the nature of the activity and has cleared the Client for participation. Pregnant women, elderly clients, and those with hypertension or hypotension must seek physician guidance before participating.

### **Stop Use Immediately If You Experience**

- Sudden or severe fatigue
- Nausea, dizziness, or lightheadedness
- Fainting or near-fainting, shortness of breath
- Cessation of sweating accompanied by dry, hot skin
- Chest pain, pressure, tightness, or elevated heart rate
- Unexplained irritability, malaise, or flu-like symptoms

Seek medical treatment immediately if any of the above symptoms occur. Call 911 in any emergency.

### **Assumption of Risk**

Client voluntarily assumes full responsibility for all risks of loss, property damage, or personal injury, including death, arising from use of the Breathesuites and all studio equipment, whether caused by the negligence of Holistique or otherwise. Client acknowledges the duty to exercise ordinary care for their own protection and the protection of other clients and staff.

### **Waiver and Release of Liability**

Client, on behalf of Client and Client's heirs, legal representatives, and assigns, fully, completely, and forever releases Holistique LLC and its owners, directors, shareholders, partners, managers, members, officers, agents, employees, insurers, successors, assigns, and affiliated companies ("Released Parties") from any and all claims, demands, damages, losses, liabilities, costs, and causes of action arising from Client's use of the Studio, Breathesuites, or any equipment therein, including claims for bodily injury, illness, disease, or death, and for loss or damage to personal property. This release applies regardless of whether the claim arises from the sole or concurrent negligence of any Released Party.

### **Indemnification and Hold Harmless**

Client agrees to indemnify, defend, and hold harmless Holistique LLC and its officers, directors, owners, members, employees, agents, affiliates, assigns, and successors ("Indemnified Parties") from and against all claims, liabilities, damages, costs, expenses, and reasonable attorneys' fees arising from: (i) Client's or Client's Guest's acts, omissions, or conduct on or surrounding the premises; (ii) Client's or Guest's violation of any Holistique policy; or (iii) Client's or Guest's breach of representations or warranties in this Agreement.

### **Equipment and Facility Damage**

Client is liable for all costs associated with any damage to the Studio, Breathesuites, or any equipment therein resulting from Client's or Guest's willful actions, negligence, or recklessness.

## **GUEST ACCESS AND POLICIES**

Holistique welcomes guests accompanying clients booking a Breathesuite session, subject to the following policies:

- Guests may accompany clients during open reception hours only.
- All guests must present valid identification and sign the required waiver on their first visit before accessing the Studio or any services.
- All guests must be at least 18 years of age, unless a parent or legal guardian signs the required waiver on their behalf.
- Guests are never permitted to access the Studio during non-staffed hours, regardless of whether the sponsoring client has 24/7 access.
- Guests must check in with Holistique staff prior to accessing the Studio or any services.
- All guests are subject to the same conduct standards and studio expectations as clients.
- The sponsoring client assumes responsibility for all conduct, property damage, and injury associated with their guest's presence in the Studio.

## **PARENT OR LEGAL GUARDIAN CONSENT FOR MINORS**

For individuals under the age of 18 seeking to use the Breathesuites, a parent or legal guardian is required to sign this Agreement in full prior to any use or access. As the legal parent or guardian of the minor named below, I hereby:

- Grant permission for the minor to use the Studio and the Breathesuites.
- Attest that I am the legal parent or guardian of the minor and confirm the minor's age.
- Agree that the minor and I will abide by all terms and conditions of this Agreement.
- Acknowledge full financial responsibility for all costs arising from the minor's use.
- Acknowledge that neither Holistique staff nor providers are responsible for supervising the minor.
- Understand that minors must be accompanied by a legal parent or guardian at all times.
- Understand that minors are not eligible for 24/7 access credentials.

## **GENERAL LEGAL PROVISIONS**

### **Non-Disparagement**

During the term of this Agreement and for two (2) years following termination or expiration, neither Party shall knowingly make false statements or representations, orally or in writing, that materially disparage the other Party's business, services, reputation, or personnel. Nothing in this section prohibits truthful statements required by applicable law or legal process.

## Notices

All notices required or permitted under this Agreement shall be in writing and deemed given when: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by nationally recognized overnight courier; or (iv) sent by electronic mail with no delivery failure notice received. Notices to Holistique: Holistique, LLC, 16577 Cinematic View, Monument, Colorado 80132; info@holistiquebydesign.com; (719) 204-4736. Notice is effective on the date of personal delivery; three (3) business days after certified mailing; one (1) business day after overnight courier delivery; or on the date of email before 5:00 p.m. Mountain Time on a business day, otherwise the following business day.

## Survival

The following provisions survive termination or expiration of this Agreement: the Waiver and Release of Liability, Indemnification, Non-Disparagement (for the stated period), Equipment and Facility Damage, and Governing Law and Dispute Resolution.

## Force Majeure

Neither Party shall be liable for any failure or delay in performance (other than payment obligations) to the extent caused by events beyond their reasonable control, including acts of God, natural disasters, severe weather, government orders, epidemics, pandemics, public health emergencies, or utility failures. If a force majeure event results in Studio closure preventing access for more than thirty (30) consecutive days, either Party may terminate this Agreement upon written notice. Prepaid membership dues for periods during which access was prevented will be credited or refunded on a pro-rata basis.

## Disclaimer of Medical Services and Results

Holistique LLC is not a medical provider and does not offer medical treatment, diagnosis, or clinical supervision. All services are wellness-oriented. Client accepts sole responsibility for their progress and results. Holistique makes no guarantees regarding outcomes from any service.

## Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remainder of the Agreement shall continue in full force and effect to the fullest extent permitted by law.

## Entire Agreement

This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter herein and supersedes all prior understandings, representations, and discussions, both written and oral.

## Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflict of laws principles. In the event of any dispute arising from this Agreement, the Parties shall first submit to mediation in El Paso County, Colorado, the costs of which shall be split equally. If mediation fails to resolve the dispute within ninety (90) days, the Parties agree to binding arbitration before JAMS in El Paso County, Colorado, pursuant to JAMS rules. Holistique shall be entitled to attorneys' fees and costs if it prevails in arbitration.

## Emergency Notice

Holistique LLC is not equipped for emergency consultations or services. In any emergency, call 911 immediately.

## SIGNATURE AND ACKNOWLEDGMENT

I have read this Agreement in its entirety, including all waiver, assumption of risk, and indemnification provisions. I understand that I am giving up significant legal rights, including the right to sue. I sign freely, voluntarily, and with full understanding of the contents of this Agreement, to the greatest extent permitted by law.

This document is provided as a client-friendly reference copy of your Holistique agreement. The binding version of this Agreement is completed electronically as part of the enrollment or session booking process. Your electronic signature, submitted through Holistique's designated platform, constitutes a valid and legally binding signature in accordance with the Colorado Uniform Electronic Transactions Act (C.R.S. § 24-71.3-101 et seq.) and the federal Electronic Signatures in Global and National Commerce Act (E-SIGN Act, 15 U.S.C. § 7001 et seq.).

If you have questions about the terms of your Agreement or wish to request a copy of your signed electronic record, please contact Holistique at info@holistiquebydesign.com or (719) 204-4736.

Holistique LLC | 16577 Cinematic View, Monument, Colorado 80132 | (719) 204-4736 | info@holistiquebydesign.com | HolistiqueByDesign.com