

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

GUEST WAIVER & AGREEMENT

(Single-Visit — Non-Member)

This Guest Waiver & Agreement (“Agreement”) governs your participation as a guest at Holistique LLC, located at 16577 Cinematic View, Monument, Colorado 80132. This Agreement applies to a single visit and must be completed in full before you may access the Studio or any services. Your sponsoring client or member remains present and responsible for your visit at all times.

As a guest, you are subject to all of the same policies, conduct standards, and legal terms that apply to Holistique clients. Please read this document carefully and completely before signing.

GUEST ACCESS TERMS

- Guests may accompany clients or members during open reception or staffed hours only.
- You must present valid government-issued photo identification at check-in.
- You must check in with Holistique staff before accessing the Studio or any services.
- Guests are never permitted to access the Studio during non-staffed hours, regardless of the sponsoring client’s access level.
- Guests are not issued independent access credentials of any kind.
- Your sponsoring client or member assumes full responsibility for your conduct and any property damage or injury arising from your presence in the Studio.
- We recommend scheduling guest visits at least 24 hours in advance to confirm availability.
- Guest passes for a complimentary VIP session may be available. Contact Holistique for details.

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.

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 result in a full charge for the session. Rescheduled sessions are subject to availability. Please arrive on time; late arrivals may result in a shortened session and full payment is expected regardless of arrival time.

PAYMENT TERMS

All Breathesuite session fees are due at booking, prior to the time of service. Holistique does not accept insurance. Current rates are available at HolistiqueByDesign.com. Holistique accepts ACH transfer, EFT, and major credit or debit cards.

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.

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.

SURVEILLANCE AND SECURITY

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 common areas of the Studio, including entry points and shared spaces.

By entering or using the Studio in any capacity, you 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. In any emergency, call 911 immediately.

HEALTH DISCLOSURES AND INFORMED CONSENT

Health Disclosure For Heated Service and Infrared Exposure As Informed Consent

Use of the Breathesuites is subject to the following health considerations. Heated services, halotherapy, and red light therapy are not recommended for and should not be undertaken by individuals in the following categories. You represent that you do not fall into any of the following categories, or that appropriate physician clearance has been obtained prior to your session.

- 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, congestive heart failure, congenital heart disease, high or low blood pressure, impaired coronary circulation, or history of stroke.
- Individuals who have consumed alcohol, barbiturates, or stimulant substances prior to a session.
- Individuals taking prescription or over-the-counter medications that may impair the body's natural heat loss mechanisms or increase susceptibility to heat illness, including but not limited to diuretics, beta-blockers, cardiac drugs, anticholinergic or antimuscarinic medications, antihistamines, and barbiturates. Consult your prescribing physician or pharmacist before use.
- Individuals with conditions that impair the ability to sweat or regulate body temperature, including Multiple Sclerosis, diabetic neuropathy, and Central Nervous System tumors.
- Minors of any age. Core body temperature in children rises significantly faster than in adults due to higher metabolic rate per body mass and limited capacity to regulate heat through sweating. A licensed pediatric physician must provide written clearance before a minor uses the Breathesuite under any circumstances.
- Pregnant or nursing women. Pregnant women should consult a physician before use, as elevated body temperature may pose risk to fetal development.
- Children. Core body temperature in children rises significantly faster than in adults due to higher metabolic rate per body mass and limited capacity to regulate heat through sweating. A pediatric physician must be consulted before a minor uses the Breathesuite.
- Elderly individuals, particularly those with circulatory conditions or reduced sweat gland function.
- Individuals with hemophilia or a predisposition to bleeding.
- Individuals currently experiencing a fever or with known insensitivity to heat.
- Individuals with a recent acute joint injury. Do not apply heat to an injured joint within 48 hours of the injury, or until heat and swelling have fully resolved. Joints that are chronically hot and swollen should not be subjected to vigorous heating.
- Individuals with surgical implants, including metal pins, rods, or artificial joints, or silicone implants or prostheses. Metal implants generally reflect far-infrared energy; silicone implants absorb far-infrared energy. Consult your surgeon prior to use.

- Individuals with severe hypertension or active tuberculosis should avoid halotherapy without specific medical guidance.

Women should be aware that heat applied to the lower back during menstruation may temporarily increase menstrual flow. This is not a contraindication but is noted for informed decision-making.

If any of the above conditions apply, you 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 infrared sauna, halotherapy, and red light therapy use, and has cleared you for participation.

Stop Use Immediately and Seek Medical Attention If You Experience:

- Sudden or severe fatigue
- Nausea, dizziness, or lightheadedness
- Fainting or near-fainting, or 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 during or after a session

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

Statement of Health

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

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION

Assumption of Risk

Guest 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 LLC or otherwise. Guest acknowledges the duty to exercise ordinary care for their own protection and the protection of other clients and staff.

Waiver and Release of Liability

Guest, on behalf of themselves and their 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 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

Guest 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) their acts, omissions, or conduct on or surrounding the premises; (ii) violation of any Holistique policy; or (iii) breach of any representation or warranty in this Agreement.

Equipment and Facility Damage

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

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 health disclosures, waiver of liability, 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 applicable 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.