# IV ZENSATIONS LLC HYDRATION THERAPY SERVICES AGREEMENT AND CONSENT

#### 1. GENERAL CLIENT INFORMATION

Name:	Birthdate:	
Address:	City/State/Zip:	
	Email:	
Gender:	Height: Weight:	
Emergency Contact Informati	ion:	
Name:	Relationship:	
Telephone:		
How did you hear about us? Social Media Flye Radio Frie	er Search Engine end Health Care Professional	
2. <u>CONFIDENTIAL MEDIC</u>	CAL HISTORY	
Reason for appointment toda	ay (check all that apply):	
<ul> <li>Energy</li> <li>Alcohol-Related Illness</li> <li>Viral Syndrome</li> <li>Headache/Migraine</li> </ul>	<ul> <li>Nausea/vomiting</li> <li>Diarrhea</li> <li>Flu/Flu-Like Symptoms</li> <li>Hydrating for Activity or Event</li> <li>Beauty/Skin Therapy</li> <li>Fitness/Overall Wellness</li> </ul>	

List current medications and dosages (including all prescription, over-the-counter, nonprescription such as medical marijuana, herbs, vitamins, supplements):

List all allergies (including to anesthesia): \_\_\_\_\_

\_\_\_\_\_

Describe allergic reaction(s): \_\_\_\_\_

Do you currently use any illegal, If yes, describe:	street or recreational drugs? Yes No
Are you or could you be pregnan	nt? Yes No Are you breastfeeding? Yes No
	nder the care of a physician in the past month? Yes No
Check to indicate if you have his	tory of any of the following:
Check to indicate if you have histCongestive Heart Failure	tory of any of the following: Blood Thinners
	Blood Thinners Steroids
Congestive Heart Failure	Blood Thinners
Congestive Heart Failure Liver Disease	Blood Thinners Steroids
Congestive Heart Failure Liver Disease Kidney Disease	Blood Thinners Steroids Hemodialysis

Please be advised that IV Zensations expressly reserves the right to deny clients Hydration Therapy Services in its sole discretion based on the client's medical history, the responses provided in this Agreement, or for any other reason(s) deemed reasonable and appropriate. IV Zensations further reserves the right to call 911 or refer a client for emergency medical attention if deemed necessary in IV Zensations' professional judgement.

#### 3. <u>HYDRATION THERAPY SERVICES</u>

IV Zensations LLC ("IV Zensations") provides facilities and personnel for the performance of various voluntary intravenous hydration and vitamin administration services via intravenous catheter (IV), intramuscular injection, and/or subcutaneous injection (collectively, the "Hydration Therapy Services"). The client will have the opportunity to discuss available Hydration Therapy Services options with IV Zensations staff and ask questions prior to the initiation of any service. The Hydration Therapy Services shall be administered by trained staff of IV Zensations, who are medical professionals licensed in Maryland and have the education and training necessary required by law to perform Hydration Therapy Services. IV Zensations will further provide

consultation with a licensed physician if required in IV Zensations sole discretion, or if requested by the client.

Hydration Therapy Services are completely voluntary and are only provided for the client's own benefit. In the provision of Hydration Therapy Services, IV Zensations does not guarantee any particular outcome or effect, including the relief of symptoms or ailments. Moreover, IV Zensations does not warrant or represent that Hydration Therapy Services will be an effective treatment for any particular disease or condition. IV Zensations recommends that all clients consult with their own physicians or other health care providers regarding the benefits and risks of Hydration Therapy Services prior to undergoing such services.

There are potential risks related to Hydration Therapy Services. The most common risks include, but are not limited to: allergic reaction; vein irritation; heartburn; fluid overload; kidney problems; headache; and/or pain or bruising at the IV insertion or injection site. Rarer risks include, but are not limited to: inflammation of the vein used for injection; phlebitis; and/or metabolic disturbances and injury. Extremely rare risks include, but are not limited to: severe allergic reaction; anaphylaxis; infection; and/or cardiac arrest.

There are also alternatives to Hydration Therapy Services, including but not limited to: oral fluid rehydration; oral vitamin therapy; and/or dietary and lifestyle changes.

## 4. <u>CONFIDENTIALITY</u>

IV Zensations shall generally keep all clients' information confidential pursuant to applicable law. Please see "IV Zensations HIPAA Acknowledgement/Consent Form," which is attached and incorporated herein by reference.

#### 5. <u>FINANCIAL RESPONSIBILITY</u>

Insurance coverage, including Medicare and Medicaid and other third party payors, may not pay for the provision of Hydration Therapy Services, and the client agrees that the costs of said services shall be the client's sole financial responsibility. Further, any medical treatment or care required or sought by the client as a direct or indirect result of Hydration Therapy Services shall be the client's sole financial responsibility.

All payments by client to IV Zensations for Hydration Therapy Services are non-refundable, including payments made in advance to reserve a specific time and date. IV Zensations may, in its sole discretion, offer a total or partial refund in the event of a cancellation of Hydration Therapy Services.

Notwithstanding the above, should an IV Zensations staff member suffer an injury during the provision of Hydration Therapy Services that potentially could result in a blood to blood transfusion with the client, client hereby agrees to arrange for and undergo formal blood testing at a licensed laboratory to rule out communicable disease transmission. Client agrees

that such testing will occur no later than 24 hours following oral notice from IV Zensations of the injury, and client will deliver via first-class mail to P.O. Box 1642 Bel Air, MD 21014 or email to ivzensations@gmail.com a copy of the testing results no later than 48 hours from the date client receives the laboratory report. IV Zensations will pay for all reasonable costs associated with this testing and obtaining copies of the report. Client shall be responsible for providing IV Zensations with invoices or other like documentation reflecting all charges. Should the client fail to comply with the requirements of this section, IV Zensations shall be entitled to reimbursement from client (pursuant to Section 6) of all reasonable costs associated the testing and treatment of the affected IV Zensations staff member along with attorney's fees.

## 6. <u>GOVERNING LAW</u>

This Agreement shall be governed by the laws of the State of Maryland, and the parties hereto expressly agree that the venue for any dispute arising hereunder shall be Harford County, Maryland. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. The parties agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party to this this Agreement, or any of their successors or assigns, on or with respect to this Agreement or which in any way relates, directly or indirectly, to this Agreement, shall be tried only by a court and not by a jury. The parties expressly waive any right to a trial by jury in any such action or proceeding. Moreover, the parties acknowledge and agree that this provision is a specific and material aspect of the Agreement and that the parties would not enter into this Agreement if this provision, or any other provision of this Agreement, were not contained herein.

#### 7. <u>RELEASE AND INDEMNITY</u>

Client releases IV Zensations, its owners, members, officers, directors, agents, contractors, employees, licensees, and invitees from any and all liability for, and agrees to indemnify and hold IV Zensations harmless from and against, any and all losses, claims, expenses, costs, and damages, including but not limited to reasonable attorney's fees, costs, or expenses, which are claimed of or sustained, suffered, paid or incurred by IV Zensations, irrespective of IV Zensations' negligence, for reason of or in connection with any client's breach of or failure to fulfill any provision of the Agreement, including but not limited to any of the representations or warranties contained herein, whether such breach is material or not.

## 8. <u>CLIENT CONSENT</u>

Please read each section carefully and initial in the space provided to demonstrate your full understanding, agreement and consent to following terms:

A. I am over eighteen (18) years of age, mentally competent, and am voluntarily entering into this Agreement. \_\_\_\_\_

- B. I have read this Agreement in its entirety and truthfully answered all questions contained therein, along with any questions verbally asked by IV Zensations staff. I understand that failing to answer any questions truthfully and/or fully disclose any requested information to IV Zensations, including my relevant medical allergy and/or medication/drug history, can lead to serious complications in the provision of Hydration Therapy Services. Moreover, I understand that IV Zensations bears no responsibility for and will not screen for, diagnose, monitor, or provide any care any non-emergent medical condition.
- C. I acknowledge and agree that the risk of any and all injury or harm resulting in any manner from my voluntary participation in Hydration Therapy Services rests entirely with me to the extent that I fail to fully disclose to IV Zensations any requested information, including but not limited to my medical allergy and/or medication/drug history. IV Zensations will have no legal or financial responsibility for such injury or harm.
- D. I acknowledge that I am solely responsible for any and all medical care that I may require directly or indirectly as a result of my participation in Hydration Therapy Services, subject to the limited exception provided in the Section 5 of this Agreement. If I seek medical treatment for any complication, side effect or reaction to Hydration Therapy Services, it will be at my own expense. \_\_\_\_\_
- E. I expressly acknowledge and agree that IV Zensations has adequately explained to me all pertinent information related to Hydration Therapy Services, including but not limited to: the nature of the procedure by which Hydration Therapy Services will be provided; the potential benefits of Hydration Therapy Services; the material risks including side effects and complications of Hydration Therapy Services; and potential alternatives to Hydration Therapy Services. I further expressly acknowledge that I have been given the opportunity to ask questions regarding Hydration Therapy Services and, to the extent they exist, all questions have been satisfactorily answered.

[SIGNATURE FOLLOWS ON NEXT PAGE]

#### 8. AGREEMENT AND SIGNATURE

By signing below, I hereby voluntarily consent to and grant permission for IV Zensations to provide me with Hydration Therapy Services pursuant to all terms and conditions of this Agreement.

Client Name (Print)

Date

Client Signature