Liability Waiver

Agreement & Release of Liability

Welcome to The Neuromuscular Studio. Thank you for choosing our massage therapy services. We look forward to assisting you in your health and wellness goals.

It is your responsibility to inform the therapist of any conditions, limitations or specific sensitivities, and to inform your therapist if you feel any discomfort during the massage. If you do experience discomfort, please ask the therapist to adjust the level of pressure.

As a necessary part of our services, it is important that you understand and accept the risks involved in the massage therapy services provided and make the following representations to us:

I understand that massage therapy is intended to enhance relaxation, reduce pain caused by muscle tension, increase range of motion, improve circulation and energy flow, and offer a positive experience of touch.

I understand that massage therapy and other alternative therapies are not a substitute for medical treatment or medications, and that it is recommended that I concurrently work with my primary caregiver for any condition I may have. I am aware that the massage therapist does not diagnose illness or disease, does not prescribe medications, and that spinal manipulations are not part of massage therapy. I understand that the services offered today are not a substitute for medical care. I understand that my therapist is not qualified to perform spinal or skeletal adjustments, diagnose, prescribe, or medically treat physical or mental illness.

If I experience pain or discomfort during the session, I will immediately inform my therapist so that pressure/strokes can be adjusted to my level of comfort. I will not hold my therapist responsible for any pain or discomfort I experience during or after the session.

I have notified my therapist of all known physical and medical conditions, medications and injuries and take it upon myself to keep the therapist updated on my physical health. I agree to inform the therapist of any changes in my health, medical condition and medications. I understand that there shall be no liability on the therapist's part should I forget to do so.

I understand that massage is entirely therapeutic and non-sexual in nature. Sexual harassment is not tolerated. The Neuromuscular Studio, LLC reserves the right to refuse service to anyone or end a session immediately if the therapist feels threatened or compromised, or if any of the conditions herein are compromised.

I understand and voluntarily accept any and all risks of which I have been advised and that are associated with my massage, or any use of the company's facilities and herby release The Neuromuscular Studio, LLC, its members, therapists, staff and all other personnel from all liability for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to me resulting therefrom. I further hereby release all of the foregoing personnel and entities from all liability arising from any such injury or damage resulting from my failure to disclose any pre-existing condition, limitation, or specific sensitivities, or my failure to inform your therapist of any discomfort during the massage session. By signing this release, I hereby waive and release my therapist and The Neuromuscular Studio, LLC, its members, therapists, staff and all other personnel from any and all liability, past, present, and future relating to any massage therapy and bodywork.

I agree that any disputes arising under, or related to any services provided by The Neuromuscular Studio, LLC shall be resolved by binding arbitration. To the extent practicable, the arbitration will be conducted in accordance with the rules for commercial arbitration of the American Arbitration Association. The arbitration will be conducted by a single-member tribunal of the American Arbitration Association at the Phoenix Regional Offices of the American Arbitration Association. Any party may initiate the arbitration by sending a written demand for arbitration to the other party. Any arbitration award may be enforced by any court of competent jurisdiction. I agree to and do waive any claim, including all statutory claims, to attorney's fees against The Neuromuscular Studio, LLC for any claim.

AS EXPRESS ADDITIONAL CONSIDERATION FOR THE SERVICES PROVIDED, THIS AGREEMENT AND RELEASE I HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, SUIT OR PROCEEDING, WHETHER IN CONTRACT OR TORT ARISING OUT OF OR IN ANY WAY CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE SERVICES PROVIDED BY THE NEUROMUSCULAR STUDIO, LLC. I AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION, SUIT OR PROCEEDING SHALL BE DECIDED BY BINDING ARBITRATION, AND THAT ANY PARTY MAY FILE AN ORIGINAL, COUNTERPART OR COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF MY CONSENT TO WAIVE MY RIGHT TO TRIAL BY JURY.

The undersigned acknowledges that he/she has read this agreement.

Client Signature Date

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Neuromuscular Studio

Certified Neuromuscular and Medical Massage Therapy