

THE SPOILED PONY

NEW CLIENT INTAKE FORM & CONSENT

Cryotherapy/PEMF/Red Light Therapy

To enable us to ensure your comfort and safety in all services we provide, please take time to carefully read this form and answer **ALL QUESTIONS** to your best ability.

All provided information is **CONFIDENTIAL** and protected – we will never share it with any 3rd parties, unless required by law.

Part I. Tell us about your goals and history of health conditions

First name: _____ Last name: _____

Date of birth (MM/DD/YYYY): _____

Cell #: _____

Email: _____

Emergency contact name: _____

Emergency contact number: _____

How did you hear about us?

____ Word of mouth ____ Facebook ____ Instagram

____ Search engine ____ Influencer _____

Please email me about special offers and events ____ (Y) ____ (N)

Are you ok receiving SMS messages from our team for scheduling & appointments, info about our services as well as special offers? *Note message frequencies vary and data rates may apply. You can request a copy of our privacy policy and terms at any time and opt out at any time.* ____ (Y) ____ (N)

What modalities are you interested in using? ____ Localized cryotherapy ____ PEMF ____ Red Light Therapy	What is the main goal that you would like us to help you achieve? ____ Post-injury or post-surgery RECOVERY ____ Athletic RECOVERY ____ PAIN relief ____ Other. Please, specify: _____
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Health History

Are you pregnant? ____ (Y) ____ (N)

Do you have cancer or undiagnosed lumps? ____ (Y) ____ (N)

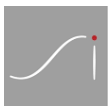
Do you have a pacemaker or other battery operated implanted device? ____ (Y) ____ (N)

Have you ever had an organ transplant? ____ (Y) ____ (N)

Do you have any metal implants? ____ (Y) ____ (N)

If so, where _____

Do you have any cold-induced condition, such as cold hemolysis, cryoglobulinemia, cold agglutination, cold allergies, or other? ____ (Y) ____ (N)



Are you hyper- or hyposensitive to cold? _____(Y)_____(N)

Do you have a trophic disorder? _____(Y)_____(N)

Do you have any sensory processing disorder? _____(Y)_____(N)

Do you suffer from polyneuropathy? _____(Y)_____(N)

Do you have a deficient kidney or liver function? _____(Y)_____(N)

Do you have an impaired lymphatic system? _____(Y)_____(N)

Do you have vasculitis (inflamed blood vessel walls)? _____(Y)_____(N)

Do you have diabetes-related microvascular issues? _____(Y)_____(N)

Do you have impaired arterial blood flow? _____(Y)_____(N)

Do you have chronic venous insufficiency? _____(Y)_____(N)

Do you have a blood disorder related to coagulation? _____(Y)_____(N)

Are you currently taking any photosensitive medications? _____(Y)_____(N)

In or around the intended treatment area:

Have you had Botox or fillers in the last 2 weeks? _____(Y)_____(N)

Have you had any recent skin-sensitizing treatments? _____(Y)_____(N)

Do you have any open wounds or lesions? _____(Y)_____(N)

Is your skin sunburned or frostbitten? _____(Y)_____(N)

Please note that this list is indicative but **not exhaustive** - if you have any injury, illness, a serious medical condition, or a health-related concern, we strongly suggest consulting a physician prior to using localized high impact cryotherapy, PEMF or red light therapy.

Do NOT use cryotherapy/PEMF/red light therapy if:

- You are pregnant or could be pregnant
- You are actively bleeding or have a bleeding disorder
- You are currently undergoing chemotherapy
- You have been diagnosed with cancer within the last year
- You have an implanted electronic device including: pacemaker, defibrillator, cochlear hearing device, etc. [PEMF only]

Part II. Advisements and contraindications

Localised cryotherapy, PEMF and red light therapy is safe for most people, but some contraindications have been identified and negative side effects are possible. Familiarising yourself with the below information will help you avoid unwanted consequences.

Having any of the contraindications described in this document will require you to use discretion for your own well-being.

a. Localised high impact cryotherapy for pain management

Cold applications can feel slightly uncomfortable and leave the skin pink for a short period following the session while the skin temperature is returning to normal, but there is no damage and no recovery required. In case of experiencing any burning sensation, pain, or significant discomfort at any time during our treatments, we strongly advise you to terminate the session immediately upon your own volition.

We use a high-pressure flow of gasiform CO₂ to lower the tissue temperature in the treated area. This process, called cryostimulation, causes constriction of the blood vessels in response to cold, followed by dilation and improved blood flow post-treatment, reducing inflammation and swelling and stimulating release of hormones like noradrenaline and Beta-Endorphins which are powerful natural pain killers. Applications include athletic recovery, recovery from soft tissue, muscle, tendon, or overuse injuries or surgery, and painful motion-limiting medical conditions.

This modality does not impose health risks but **should NOT be applied** to highly sensitive skin or open wounds and should be avoided in case of cold allergies, pregnancy, cancer, bleeding disorders or any other cold-induced condition.

b. PEMF therapy session

Before beginning a PEMF Therapy session:

- Remove all external metal. This includes but is not limited to chains, electronic or battery-operated devices including watches or cell phones, car keys with intelligent clips, wallets, metal belt buckles, cards with magnetic strips such as credit cards and keys, jewelry, hearing aids, etc.
- Inform your PEMF practitioner of the location of any metal implants you may have.
- Consult with a doctor or specialist if you are unsure whether PEMF Therapy is right for you.

During your PEMF Therapy session:

If you experience any natural reactions such as nausea, headache, fatigue or any uncomfortable sensations, let your PEMF practitioner know right away.

This modality does not impose health risks but **should NOT be applied** to highly sensitive skin or open wounds and should be avoided in case of embedded metal or battery-operated devices, cancer, pregnancy, or bleeding disorders.

Part III. Liability waiver

In consideration of using the localised cryotherapy, PEMF, red light or other services offered by The Spoiled Pony and by filling out and signing this Intake Form prior to or during your first visit, you have acknowledged the following:

- You have been truthful in disclosing your current health condition, as well as past health-related events, including but not limited to the ones listed as definite contraindications.
- You understand that the services provided by The Spoiled Pony personnel, although they may have certain health benefits, have been designed to enhance health, appearance and vitality in generally healthy individuals. You have been advised that all services have contraindications and that you should **ONLY** use any services if you either don't have the related risks or have discussed these risks with your doctor and obtained their written consent.
- You recognize the importance of informing The Spoiled Pony personnel about any changes in your health condition, including pregnancy, as they may compromise effectiveness and/or safety of the services you will be receiving.
- You are aware of the need to postpone your appointments with The Spoiled Pony personnel if you are feeling sick and have symptoms like fever, congestion, cough, shortness of breath, chest pain, dizziness, nausea, rash, or if you get an acute infection of any kind. Within **24 hours**, cancellation requirements and package expiration dates may still apply at The Spoiled Pony's sole discretion.
- You have been informed that results are not always immediate, and some benefits will continue to develop over weeks, or even months, post-session. Because your body and lifestyle are unique, so will be your progress. In some cases, sessions may not be successful, especially if you fail to follow session number and frequency recommendations given to you by The Spoiled Pony staff. Commitment to minimum 3 sessions followed by a proper maintenance protocol is paramount for success.
- You confirm that you have been explained and understand the administration of the localised high impact cryotherapy and PEMF services provided by The Spoiled Pony, including possible adverse reactions, side effects, or complications. They are rare, but, when extreme cold is involved, minor frostbites may occur and may lead to long-term sensitivity of the affected area to heat or cold post-event.
- You consent to commit to promptly following all safety and other behaviour - and session-related instructions given to you by The Spoiled Pony personnel including:
 - Removal of any chains (jewelry is ok)
 - Removal of car keys, credit cards, cell phones or watch
- You accept the responsibility to immediately inform The Spoiled Pony personnel if you feel discomfort or experience any adverse effects from any session that you are undergoing, as they may indicate the need to discontinue the service.

Based on the above, YOU VOLUNTARILY ASSUME FULL RESPONSIBILITY for engaging in the said services and AGREE TO INDEMNIFY AND HOLD The Spoiled Pony HARMLESS from any consequences and related costs that may incur due to your use of any of the modalities.

You also acknowledge that you have been given no warranty or guarantee of any particular results. You understand that the outcome depends not only on the services, but also diet, lifestyle choices and numerous other factors outside The Spoiled Pony's control.

You agree to be fully responsible for any damages, if you do not follow the above instructions. You acknowledge that the devices used are not FDA approved to treat or cure any disease or condition. You understand that these are experimental devices.

Part V. Consent to use the clinical photographs

Except for pain management, clinical photographs play a key role in monitoring your progress over the weeks of treatment and education of our staff. They also help inform equipment suppliers in the process of continuous development of new applications and better technologies.

Different types of consent are required according to the way in which clinical images will be used. Please **CHOOSE ONE** of the below. If you do not fully understand what each option implies, please ask. *Please note that we must take photographs to monitor your progress; so, at least the lowest level of consent (case notes) is REQUIRED.*

Your choice of consent level will not affect your services in any way.

_____ CONSENT TO OPEN PUBLICATION. I give my consent to ANONYMOUS publication of my progress images in a journal, textbook, marketing materials or open access websites which may be seen by wellness professionals outside The Spoiled Pony, as well as members of the general public. Anonymity means focusing only on the treated body part and not showing my full face or disclosing my name.

_____ CONSENT TO RESTRICTED EDUCATIONAL USE. I agree with ANONYMOUS use of my progress images only by professionals for the purposes of cryotherapy/PEMF research and education of people seeking to become professionals. Anonymity means focusing only on the treated body part and not showing my full face or disclosing my name.

_____ CONSENT TO CASE NOTES ONLY. I understand that the illustrations requested here, to which I have agreed, will only form part of my confidential session records and will be used by nobody but The Spoiled Pony staff directly involved in providing the services of my choice.

Authorization, waiver, and consent

I am: _____ the client _____ a parent/legal guardian of the client under 18

I hereby confirm that all information provided by me herein is correct to the best of my knowledge, and I have disclosed all health-related risk factors that I know of. I understand that treatment safety may depend on my health status.

By signing this document, I CONFIRM THAT I HAVE READ, UNDERSTOOD AND AGREED with the session-related risks, liability waiver, and provisions of The Spoiled Pony Service Terms and Conditions.

I hereby waive and release the practitioner and/or practitioner's company, The Spoiled Pony, LLC, and its owners, directors, officers, representatives, members, employees, or agents from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses and any other liability of any kind, or of to me, my property or any other person, directly or indirectly arising out of or in connection with the PEMF, cryotherapy, red light, or other supportive services provided by practitioner and/or practitioner's company. I hereby state that I am at least 18 years of age or the parent/legal guardian of the client under 18 and have read, understand and agree to this Release Statement, that it is an informed release and that I intend to be legally bound by it. I understand the information below is intended for my safety.

No one has made any representations or claims to me of any treatment or cure of any disease or condition; or any promise of any specific or general results of any kind.

I release from all general, medical and any other liability or claims of any kind; and, I indemnify and hold harmless the Magnawave, Sports Innovation & American Cryo Subzero devices, the manufacturer, distributor, dealer and any of their employees or agents from any claim arising from or related to my use of the magnetic pulse generator, cryotherapy, or red light device. Should anyone acting on Signatory's behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless The Spoiled Pony, for all such fees and costs. I agree that this liability shall be interpreted and governed by the laws that the attending Practitioner resides in at the time of treatment.

By signing this document, I ALSO CONFIRM THAT I HAVE BEEN EXPLAINED AND AGREE with the choice of consent level related to the use of the "before" and "after" photographs.

I am aware that, to withdraw my earlier given consent that I could do any time without any impact on the services I will be receiving, I must request it in writing.

Signature _____

Printed Name _____

Date _____

The Spoiled Pony Client Policies Form

PLEASE READ: Your appointment is NOT confirmed until you have:

- 1. Read & filled out the new client intake form**
- 2. Initial clinical photograph consent level**
- 3. Signed the Agreement, Release and Consent Form**
- 4. Signed the Client Policies Form (this document)**

Thank you for choosing The Spoiled Pony - we look forward to working with you!

To be eligible to receive services from The Spoiled Pony, LLC, all new clients must abide by this Client Policy. By scheduling an appointment with us beyond January 6, 2025, you agree to the following terms and conditions:

1) MEDICAL HISTORY DISCLOSURE

- It is the client's responsibility to disclose the following information when booking **each** session and schedule the appointment accordingly:
 - Intramuscular (IM) injections, including vaccines, less than 24 hours before the session
 - Received Shockwave treatment less than 5 days before the session
 - Currently pregnant or could be pregnant
 - Cancer or active infections
 - Has battery-powered implanted medical device
 - Blood clots, active internal or external bleeding, or blood disorders
 - Heart conditions
 - Seizures, strokes, fainting, or blood pressure disorders
 - Cold sensitivity
 - Currently taking photosensitive drugs

By signing this agreement, I understand that it is my responsibility to notify my practitioner if any of the above changes. I understand that complications can occur despite the best management, safety practices, and care. The Spoiled Pony, LLC will not be responsible for incomplete or misinformation given by a client or their proxy. A minor cannot act as a proxy.

2) CANCELLATIONS AND NO-SHOWS

- We respectfully ask that our clients make all changes (i.e. rescheduling) or cancellations to appointments 48 hours or more ahead of the scheduled session times.
 - **For all clients, appointments cancelled less than 48 hours prior will incur a \$50 cancellation fee.**
 - **For all clients, appointments cancelled less than 24 hours prior will incur the full session charge**, minus travel fees (if applicable). At our discretion, rare exceptions will be made for unexpected procedures that warrant a waiting period before receiving services.
 - Alternatively, if the client needing to cancel their appointment can find a 'replacement' client/horse at the same location to take their place, cancellation fees will be waived.

3) PAYMENT TERMS

- Client assumes financial responsibility for all charges incurred to the animal for services rendered and understands that payment is required at the time of services unless otherwise pre-arranged payment options have been agreed upon. We accept the following payment methods: cash, check, Zelle, Venmo, and debit/credit cards with a 3% processing fee.
- We currently provide a fourteen (14) day grace period from the invoice date without incurring interest fees. Accounts not paid within these terms are subject to a 3% daily finance charge for each day the invoice remains unpaid.

- Further sessions cannot be scheduled until the previous session and/or previous cancellation fees are paid in full.

4) ADDITIONAL POLICIES

- We reserve the right to terminate any session at any point if the practitioner or client's physical safety is deemed to be at risk. Any partial reimbursement will be at the discretion of the practitioner.
- We reserve the right to refuse service to anyone.
- Any change in the name of either party of this Agreement shall in no way affect any of the provisions of this Agreement.
- For ranch/house calls, we respectfully request **all animals (including canines & small animals) to be secured before arrival** to ensure the safety of our practitioners.

By signing this agreement, I acknowledge that I am 18 years old or older or the legal parent or guardian of the individual under 18 receiving services from The Spoiled Pony, LLC. I have read and understand this document and will abide by the policies outlined above.

Client Policy Form Signature _____

Printed Name _____

Date _____

What to expect post-treatment

Magnawave PEMF:

PEMF therapy, also known as pulsed electromagnetic field therapy, is a type of treatment that involves the use of electromagnetic fields to promote healing. It is based on the idea that electromagnetic fields can help to stimulate cell function and improve circulation, which in turn can help to reduce inflammation and promote healing. During a PEMF therapy session, a device generates electromagnetic fields that are delivered to the body through a series of pads or coils. These fields can penetrate the tissues and stimulate cell function.

As PEMF creates more cell permeability, thus medications may be absorbed more than intended. If at any point you are concerned, please do not hesitate to ask questions or request that the session be stopped. It may require 2-5 treatments before results are experienced.

America Cryo Subzero Localized Cryotherapy:

The cryotherapy procedure includes spraying the treatment area with pressurized dry vapor of carbon dioxide (CO₂) in short 30 to 90-second increments to achieve tissue temperatures as cold as -108° F. This process, called cryostimulation, causes constriction of the blood vessels in response to cold, followed by dilation and improved blood flow post-treatment, reducing inflammation and swelling and stimulating release of hormones like noradrenaline and Beta-Endorphins which are powerful natural pain killers. The rapid cooling of the skin and underlying tissue is used for pain management and stimulation of cell regeneration while the thermal shock improves blood flow in the treatment area and helps reduce inflammation.

If at any point you are concerned, please do not hesitate to ask questions or request that the session be stopped. It may require 2-5 treatments before results are experienced.