

CHEMOCOLDCAPS™

DISCLAIMER

This Disclaimer is made and entered into as of the _____ day of _____, _____

This product is leased without a warranty of any kind, including but not limited to any warranties of merchantability or fitness for a particular use.

Chemotherapy Cold Caps, Inc. does not guarantee that damage to the hair follicles or hair bulbs or scalp or alopecia will not occur when using Cold Caps.

The Cold Caps are not approved by the United States Federal Drug Administration.

I hereby acknowledge and knowingly and voluntarily accept the risks of using this product.

I hereby agree to hold harmless Chemotherapy Cold Caps, Inc. and its successors and assigns, from any claim, action, cause of action, liability, loss, damage or suit, arising from the following: Use of Cold Caps, or the use of the cold cap delivery service provided by or any of its successors, agents, employees and assigns, including but not limited to claims for personal injury, death or property damage.

I hereby indemnify Chemotherapy Cold Caps, Inc. for any side effects and/or damages and/or injury of any kind whatsoever created by using Cold Caps or the use of the cold cap delivery service provided by or any of its successors, agents, employees and assigns, including but not limited to claims for personal injury, death or property damage.

I hereby indemnify Chemotherapy Cold Caps, Inc. for any consequential damage created by using Cold Caps or the use of the cold cap delivery service provided by or any of its successors, agents, employees and assigns, including but not limited to claims for personal injury, death or property damage.

I confirm the Cold Caps provided by Chemotherapy Cold Caps, Inc. will be used only by me unless permission is given in writing by Chemotherapy Cold Caps, Inc.

I acknowledge that Chemotherapy Cold Caps, Inc. does not guarantee that damage to the hair follicles or hair bulbs or scalp or alopecia will not occur when using Cold Caps.

This Agreement shall be unlimited as to amount or duration.

This Agreement shall be binding upon and inure to the benefit of the parties, their employees, and agents as well as their successors, assigns and personal representatives.

I understand the Chemotherapy Cold Caps, Inc. system is proprietary and trademarked and cannot be copied in any form.

SIGNED: _____

DATED: _____

