

Disclaimer and Liability Release – BEMER HUMAN SETS

Intended Use: The BEMER device temporarily increases local blood circulation in healthy muscles and stimulates them in order to improve and facilitate muscle performance. Any other use is considered "not indicated on the label" and therefore prohibited.

Contraindications: Here is the full list of the contraindications for the BEMER device:

- Immunosuppressive therapy in consequence of transplantation;
- Immunosuppressive therapy in consequence of allogenic cellular transplantations or bone marrow stem cell transplantation. Other conditions often requiring immunosuppressive therapy, e. g. autoimmune diseases or dermatological diseases are not contraindications to the use of BEMER therapy. BEMER therapy application has to be cleared by physician in charge.
- Do not use the device if you have a diagnosed Deep Vein Thrombosis (DVT).
- Active medical implants that lead to stimulation (e.g. pacemakers, defibrillators, brain stimulators, muscle stimulators) represent a relative contraindication. The adjuvant application of the BEMER therapy must be discussed with the patient's attending physician.
- All active medical implants that are intended to administer medication (medication pumps) are an absolute contraindication and prohibit the use of BEMER therapy.

You agree that you understand these contraindications, have had the opportunity to obtain more information about them and consult your doctor if you have any questions or concerns.

Disclaimers: BEMER does not provide any medical advice or service. Nothing provided by BEMER in connection with the BEMER shall be construed to provide professional medical advice, diagnosis, treatment or cure. Before starting a health protocol or using a medical device such as BEMER or if you have any medical concerns, pre-existing injuries or illness, please consult a licensed health care provider. For more information, please consult the product manual or call BEMER at 1-800-554-9117.

During a BEMER product presentation, you may have heard or read testimonials by users or our ambassadors. Note that individual results may vary, and testimonials may not reflect the typical person's experience and are not intended to represent that anyone will achieve the same results. BEMER spokespersons may have been compensated for their testimony or be a distributor who receives commission based upon their sales.

Release of Liability: You agree that you are using the BEMER product voluntarily at your own risk. You hereby release and hold BEMER, its parent, subsidiaries and affiliates and their officers, directors, employees, agents, attorneys, affiliates, partners, distributors, contractors, assigns and permitted assigns ("us") harmless from any and all loss, liability, damages, costs, claims, demands or causes of action of any nature and kind, known or unknown, which you or any third party has or may in the future have against us resulting directly or indirectly from your use of the BEMER products. You agree that any claim you may have against BEMER or a BEMER distributor related to your use of a BEMER is permanently barred one year after such claim arose.

Arbitration: You agree that any and all claims related to your BEMER product usage will be arbitrated, and you hereby waive your right to maintain a lawsuit or a jury trial. Any claim related to your BEMER product use shall be brought within one year of its accrual and be determined by arbitration in San Diego County before one arbitrator, to be administered by JAMS under its expedited rules and procedures.

By signing below, you acknowledge that you are 18 years of age or older, have the legal right to perform this disclaimer, and that you have read, understood and accepted all of the foregoing. If you are injured in any way, this release prevents and prohibits any recovery of money from BEMER or any BEMER distributor.

Signature: _____

Date: _____

IBD # (if applicable): _____

Email Address: _____

Printed Name: _____

Cell Phone: _____