



Kramer Wellness Informed Consent and Arbitration Agreement

There is no guarantee that intravenous (IV) hydration therapy will help you achieve relief from hangover effects, migraines, or lack of energy. These symptoms vary greatly and individual results will vary. While many feel relief from hydration therapy, symptoms may return within the first 24 hours of treatment.

Please drink alcohol in moderation. Excessive drinking after IV therapy can result in stomach irritation and other complications. Do not ever drink to excess with the assumption that IV hydration will be able to relieve your symptoms. Excessive drinking can lead to alcohol poisoning and other serious medical problems. Alcohol poisoning is a very serious, deadly condition. Always drink alcohol in moderation.

I hereby grant permission to be treated for my symptoms, including, but not limited to: dehydration, headache, nausea, and vitamin deficiency. I understand that this treatment may involve an intravenous catheter (an "IV") and/or intramuscular injection and/or subcutaneous injection (each of the intramuscular and subcutaneous injections, an "Injection"). I understand that medical treatment has risks. The most common risks from IV hydration therapy include, but are not limited to: allergic reaction to medications, vein irritation, heartburn, fluid overload, kidney problems, headache, and pain at the IV insertion or Injection site. The more rare side effects include, but are not limited to: inflammation of the vein used for injection, phlebitis, metabolic disturbances and injury. The extremely rare side effects include, but are not limited to: severe allergic reaction, anaphylaxis, infection, and cardiac arrest. I have informed the nurse and/or other licensed medical profession (each, a "medical professional") of any known allergies to drugs or other substances or of any past reactions to anesthetics. I have informed the medical professional of all current medications and supplements.

Initial_____

I am aware that other unforeseeable conditions could occur. I do not expect the medical professional(s) to anticipate and/or explain all risks and possible complications. I rely on the medical professional(s) to exercise judgment during the course of treatment. I acknowledge that I have been given the opportunity to discuss the nature and purpose of the treatment and the risks, complications and consequences associated with the procedure. My questions have all been answered in terms I understand. I am aware of the risks and potential side effects if I undergo IV hydration therapy.

Initial_____



I have truthfully answered all questions regarding my medical history and have informed the staff about any and all prescription and/or over-the-counter drugs I take, as well as any street or recreational drugs. I understand that failing to inform the staff about my medical issues and drug use can lead to serious complications.

Initial _____

I acknowledge that I am responsible for any medical care I have directly or indirectly related to my IV hydration therapy treatment. If there is an allergic reaction or otherwise, I agree that I am responsible for payment of my medical care.

Initial _____

I represent and warrant that I understand the risks associated with hydration therapy. I hereby waive any and all claims and agree to hold Kramer Wellness LLC harmless regarding any adverse reaction(s) I may have during or following the IV hydration therapy treatment.

Initial _____

Agreement to Arbitrate. It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by Florida law and not by a lawsuit or resort to court process of any form, except as Florida law provides for judicial review of arbitration proceedings. Both parties to this contract, evidenced by patient's signature below and Kramer Wellness LLC acceptance of such signature, are voluntarily waiving their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of binding arbitration.

All Claims Must be Arbitrated. It is the intention of the parties that this agreement shall cover all existing or subsequent claims or controversies, whether lying in tort, contract or otherwise, and shall bind all parties whose claims may arise out of or in any way relate to treatment or services provided or not provided by any physician, nurse practitioner, nurse, medical group or association, their partners, associates, associations, corporations, partnerships, employees, agents, clinics, and/or providers affiliated with Kramer Wellness LLC (collectively herein referred to as "Company") to a patient, including any spouse or heirs of the patient and any children, whether born or unborn at the time of the occurrence giving rise to any claim. In the case of any



pregnant mother, the term “patient” herein shall mean both the mother and the mother’s expected child or children. Filing by Company of any action in any court by the Company to collect any fee from the patient shall not waive the right to compel arbitration of any malpractice claim. However, following the assertion of any claim against Company, any fee dispute, whether or not the subject of any existing court action, shall also be resolved by arbitration.

Procedures and Applicable Law. A notice or demand for arbitration must be communicated in writing by U.S. mail, postage prepaid, to all parties, describing the claim against Company, the amount of damages sought, and the names, addresses and telephone numbers of the patient, and (if applicable) his or her attorney. The parties shall thereafter select a mutually agreeable arbitrator to preside over the matter. The parties shall bear their own costs, fees and expenses, along with a pro rata share of the arbitrator’s fees and expenses.

Severability Provision. In the event any provision(s) of this Agreement is declared void and/or unenforceable, such provision(s) shall be deemed severed therefrom and the remainder of this agreement enforced in accordance with Florida and federal law.

My signature below confirms that:

1. I am 18 years or older and am of sound legal mind to authorize and consent to the use of IV hydration therapy.
2. The procedure set forth above has been adequately explained to me by my medical professional.
3. I have received all the information and explanation I desire concerning the procedure.

This document is intended to serve as confirmation of informed consent for IV hydration therapy.

Printed Name: _____

Signature: _____

Dated:

