

## **Fire and Water Holistic Health Consent to Treatment**

Name: \_\_\_\_\_ Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Request for Treatment.** By voluntarily signing below, I hereby request and voluntarily consent to the performance of acupuncture treatments, Chinese and Western herbal medicine, and other procedures, modalities, and forms of treatment from Fire and Water Holistic Health and by Alex Watkins, L.Ac., a licensed acupuncturist, (collectively hereinafter, "Fire and Water") and any other licensed acupuncturist performing acupuncture and related treatments. I know that I may stop treatment at any time. I agree and acknowledge that I am consenting to such treatment at my own risk, and that my health and safety with respect to such services are my sole responsibility. I acknowledge that my receipt of treatment from Fire and Water and the acupuncturist may result in bodily injury to me or other such as described herein. My decision to receive treatment from Fire and Water and the acupuncturist is voluntary, and I assume any and all risks associated with such treatment.

**Risks of Treatment.** I understand that the methods of treatment may include, but are not limited to, acupuncture, Chinese and Western herbal medicine, exercise and lifestyle adjustments, and nutritional counseling. The herbs may have an unpleasant smell or taste. I agree to notify Fire and Water immediately of any unpleasant and/or adverse effects associated with the consumption of the herbs or treatments.

I understand that acupuncture is generally safe, but there may be some side effects from such method of treatment, which may include bruising, numbness, or tingling near the needling sites that may last a few hours or days. Some patients experience light-headedness after treatment or a temporary worsening of their chief complaint. I understand that unusual risks of acupuncture include, nerve damage, organ puncture, and infection.

I understand that while this document describes the major risks of treatment, other side effects and risks may occur. The herbs and nutritional supplements (which are from plant, animal, and mineral sources) that have been recommended are traditionally considered safe in the practice of Chinese and Western medicine, although some may be toxic in large doses. I understand that some herbs may be inappropriate during pregnancy. Some possible side effects of taking herbs are nausea, gas, stomach ache, vomiting, headache, diarrhea, rashes, hives, and tingling of the tongue. I will notify a Fire and Water clinical staff member or my practitioner if I have any symptoms at all from the herbs offered.

I further understand that the results are not guaranteed, and Fire and Water, its staff and practitioners, are not able to anticipate and explain all the possible risks, benefits, and side effects of any particular method of treatment and Chinese and/or Western herb offered.

I also understand that while Fire and Water complies with State Health Department, NCCAOM recommendations, Clean Needle Technique, and the Centers for Disease Control and Prevention infection control guidelines to prevent the spread of the COVID-19 and any other communicable disease, Fire and Water cannot make any guarantees that patients may not be exposed.

Staff are symptom-free and, to the best of their knowledge, have not been exposed to the virus. However, since we are a place of public accommodation, other persons (including other patients) could be infected, with or without their knowledge.

**Consent to Treatment Despite Risks.** By voluntarily signing below, I show that I have read the above consent to treatment, have been told about the risks and benefits of acupuncture and other procedures, and have had an opportunity to ask questions. By signing, I hereby waive and release the acupuncturist and Fire and Water from any and all liability, past, present, and future relating to acupuncture and herbal treatment and therapy.

**Confidentiality of Treatment and Records.** I understand that my health information is confidential and private and will not be released to any third party without my written consent and as otherwise provided by state and federal law.

**Personal Property.** I agree that Fire and Water is not responsible for any of my personal property that I bring to the class and/or retreat, including jewelry, clothing, purses, the contents of purses, wallets, the contents of wallets, or any other valuable.

**Medically Approved for Treatment.** I am also aware and affirm that acupuncture is not a substitute for medical attention, examination, diagnosis or treatment. Acupuncture is not recommended and is not safe under certain medical conditions. By signing, I affirm that a licensed physician has verified my good health and physical condition to participate in this method of treatment. In addition, I will make Fire and Water aware of any medical conditions that may be adversely affected by acupuncture or by the ingestion of Chinese and/or Western herbs. If I am pregnant, become pregnant or I am post-natal or post-surgical, my signature verifies that I have my physician's approval to participate in this method of treatment. I also affirm that I alone am responsible to decide whether to submit to acupuncture and Chinese and/or Western herbal medicine and such participation is at my own risk. I hereby agree to irrevocably release and waive any claims that I have now or may have hereafter against Fire and Water and any of its staff and acupuncturists.

**Governing Laws; Arbitration.** The laws of Virginia shall govern this agreement and venue for any court proceeding shall be in the County of Roanoke, Virginia, and any right to jury trial shall be waived. I agree that my sole remedy for any dispute, whether in contract, tort, or otherwise, with Fire and Water is to submit to binding arbitration with an arbitrator within six months of the incident giving rise to the cause of action, even if that time is less than the applicable statute of limitations. In the event of arbitration, I will pay half of the costs of the arbitrator and other costs of arbitration, and I will be responsible for all of the costs for my own legal counsel.

**Full Waiver and Release.** I hereby **WAIVE AND RELEASE** Fire and Water and its owners, officers, employees, and instructors, and Alex Watkins, LAc., individually, from any claim, demand, cause of action of any kind resulting from or related to my participation treatment through acupuncture and/or and Western herbal medicine offered in house or at any retreat. In taking part of in the acupuncture classes, workshops, retreat, or other activities at Fire and Water, either at its offices or off site at a retreat location, I understand, acknowledge, and affirm that I am fully responsible for any and all risks, injuries, and/or damages, known or unknown, which might occur as a result of my participation in the classes, workshops, retreat, or other activities.

I agree that I waive and release any injury or death claim that I, or my heirs or beneficiaries, may have as a result of any act or omission, including simple negligence, due to: (1) use of all amenities and equipment in the facility where the class and/or retreat is being held during my participation in any activity, class, program, personal training, or instruction; (2) the sudden and unforeseen malfunctioning of any equipment; and (3) my slipping and/or falling while in the facility, or the facility premises, including any facility sidewalk, parking lot, or other area.

**Full Understanding; Waiver of Rights.** I have read and fully understand and agree to the above terms of this Waiver and Release Form and Consent to Treat. I am signing this Form voluntarily and recognize that my signature serves as complete and unconditional release of all liability to the greatest extent allowed by law in the Commonwealth of Virginia. I further understand that by signing below, I am waiving valuable legal rights and that I have the opportunity to have this Form reviewed by an attorney of my choosing.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If Participant is under the age of 18:

As Parent and/or Legal Guardian of \_\_\_\_\_, a minor, I consent to the above waiver and release on the minor's behalf, and on my own behalf, and on the behalf of all other parents guardians of the minor.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_