

HYPERBARIC PROGRAM CONSENT AND TREATMENT AGREEMENT

Please read this Informed Consent and Treatment Agreement thoroughly and ask any questions you might have. If you are in agreement and fully understand the benefits and risks of the Hyperbaric Oxygen (HBOT) Program, initial on the lines and then sign and date below.

Patient hereby voluntarily consents to Hyperbaric Oxygen Therapy Treatment (referred to as "HBOT") provided by Cincinnati Hyperbarics, Inc. and their respective employees, agents, representatives, and affiliated companies. Patient understands that this Consent Form will be valid and remain in effect from the date of signature, as long as Patient receives care, treatment or services at Cincinnati Hyperbarics, Inc. If a period of one year or more has gone by since the Patient's last treatment a new consent must be signed prior to the patient returning for treatment. Patient has a right to give or refuse consent to any proposed procedure or treatment at any time prior to its performance.

Description of HBOT: Patient acknowledges that his/her HBOT prescribing Physician has explained that HBOT will consist of Patient being enclosed inside a Hyperbaric Oxygen chamber. While inside the chamber, Patient will breathe pure (100%) oxygen and the air pressures around Patient can be raised to two- or three-times what Patient normally experiences. This will result in higher than normal levels of oxygen in Patient's blood and body tissues, that this level will persist during treatment, and for variable times after treatment. Patient acknowledges that Physician has given Patient the opportunity to ask, Patient has asked, and Physician has answered all Patient's questions regarding HBOT.

Patient acknowledges that his/her HBOT prescribing Physician has explained the benefits of treatment.

Patient acknowledges that his/her HBOT prescribing Physician has explained that by following the physician's care plan he or she is more likely to have a better outcome, however, any procedure/treatments carry the risk of unsuccessful results, complications, and injuries, from both known and unforeseen causes. Therefore, Patient specifically agrees that no representation made to him or her by Physician, their respective employees, agents, representatives, and affiliated companies constitutes a Warranty or Guarantee for any result or cure.

Patient acknowledges that Physician has explained that the side effects of HBOT include but are not limited to: irritation and even permanent changes in the lungs, stimulation of the nervous system causing temporary visual problems, ringing in the ears, muscular twitching, nausea, and convulsive seizures. Patient acknowledges that Physician has explained that since the therapy involves the change of pressure to which Patient is exposed, Patient's ears, sinuses, and lungs are subject to pressure related injury if the pressure cannot be adequately equalized. Patients with diabetes may experience a drop in blood sugar during hyperbaric oxygen therapy that may require specific blood sugar monitoring and interventions to prevent or treat. In some patients with a history of severe congestive heart failure, hyperbaric oxygen therapy may make the condition worse producing pulmonary edema causing treatment to be discontinued. Should Patient undergo a long series of treatments, Patient may become a little more nearsighted for a month or so.

Patient acknowledges that Physician has explained that there are a series of medical conditions, which may interfere in the safe delivery of HBOT. Patient must inform Physician of any physical illness(s) including, but not limited to, any of the following conditions: untreated cancer, an untreated collapsed lung, a history of spontaneous collapsed lung, chronic sinusitis, upper respiratory infection (cold), chronic obstructive lung disease (known as emphysema, asthma, bronchitis, etc.), heart disease with congestive failure, high fever, history of chest or ear surgery, current viral infection (flu, etc.) and pregnancy. In addition, the oxygen environment in which the treatment occurs greatly increased the danger of fire which may cause serious injury or death. The patient hereby acknowledges that he or she has read and agrees to the contents of this document.

Patient understands that they are not to CONSUME ALCOHOL, SMOKE OR INGEST MARIJUANA, OR HAVE USED COCAINE, HEROIN, OR OTHER ILLICIT SUBSTANCES prior to treatment.

Patient acknowledges and understands that Cincinnati Hyperbarics, Inc. uses HBOT for off-label use. Off-label use means the use of Hyperbaric Oxygen is used for a medical condition which is not one "cleared" by the FDA.

I agree that Dr. Cole and his staff have explained to me the reasonably known risks, the potential short- and long-term side effects. I hereby accept these risks. All questions that I have asked about the program or procedures have been answered in a satisfactory manner. I understand the nature of my medical condition, the risks, alternative and benefits of treatment, and the consequences of failure to seek or delay treatment.

I have reviewed and understand the Hyperbaric Oxygen Therapy Program Informed Consent and Treatment Agreement. I agree to consent to the care, treatment and services herein described. I agree to continue to comply with the terms of this document while seeking treatment with Cincinnati Hyperbarics, Inc. I understand that failure to do so may result in harm to myself and might result in discontinuation of therapy and possible discharge from this establishment.

Patient Name:

Patient Signature: (or legally authorized representative)

Date and time:

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for participating in treatment of hyperbaric oxygen therapy at Cincinnati Hyperbarics, Inc. and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Cincinnati Hyperbarics, Inc., Dr. Theodore J. Cole, The Cole Center for Healing, Inc. their officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such therapy, or while in, on or upon the premises where the activity is being conducted.

2. To the best of my knowledge, I can fully participate in this therapy. I have been made fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said therapy, and to enter the above-named premises and engage in such therapy knowing that there may be inherent risks to me. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said therapy, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Ohio.

5. I UNDERSTAND THAT THE RELEASEES WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Patient Name:

Patient Signature: (or legally authorized representative)

Date and time: