



nourished
MEDSPA AND WELLNESS CENTER

GENERAL CONSENT AND POLICIES

Thank you for choosing Nourished MedSpa and Wellness Center, (herein referred to as the “Clinic”). In our ongoing efforts to provide you with the best possible service, we ask that you carefully review this consent form and ask any questions necessary to help you fully understand it. This agreement shall serve as perpetual consent along with each and every individual procedural consent form signed by you for services rendered by the Clinic. Adhering to our Clinic policies creates a happy environment where our professionals can focus on your needs.

LATE ARRIVAL

If arrival is delayed, we will make every effort to accommodate your full appointment but service time may be abbreviated to avoid delays for other guests. Abbreviated treatments are charged at full value.

LATE CANCELLATION & MISSED APPOINTMENT

Your appointments are very important to all members of our team at Nourished MedSpa. We do not have a double-booking system so the appointment time is reserved only for you. We understand that sometimes schedule adjustments are necessary; therefore, we respectfully request at least 24 hours’ notice for adjustments to your appointments and for cancellations. All our policies are designed to benefit our guests and to provide the best quality and tradition of excellent service for our established and future clientele. ‘No call, no show’ or notice which is less than 24 hours in advance, may result in a non-refundable charge per hour of scheduled appointment time. Cancelling or missing two or more appointments may be grounds to require a deposit in order to make any future appointments. Depending on the situation, it may also be grounds for dismissal from the practice. Any deposit paid may be applied to any service or product if the appointment is kept.

I may be charged up to \$150 for each hour of scheduled appointment time if I ‘no call, no show’ or give less than 24 hours’ notice for appointment adjustment(s). I will forfeit any deposit(s) if I fail to show up to my appointment. If I subscribe to the membership program, failure to show up to my appointment may be considered completion of the service for that month. I understand that any unused services in my package will not be refunded.

PRICES & PROMOTIONS

We are committed to continuously expanding our services to ensure we bring you the latest and greatest technology. Although we make every effort to keep our website, spa menu and/or flyers updated accordingly, please note that prices, services, offers, specials and products are subject to change at any time without notice. Special offers and discounts may not be combined. When presented with more than one discount opportunity, we will automatically give patients the discount of greater value at the time of purchase.

REFUNDS

Services: We do not offer refunds on services rendered even if you are disappointed in the result or unhappy with the outcome. Products: We do not offer refunds on products purchased. Products may be returned for in-store credit within 30 days from the date of purchase when there is a documented allergic reaction to the product. Defective products (i.e., a broken pump) may be exchanged within 7 days from the date of purchase for the same product only. In accordance with federal law, we do not offer refunds or exchanges on prescription products for any reason.

PERSONAL BELONGINGS

Personal belongings are the full responsibility of the spa guest and should be kept in your possession at all times. As a courtesy, we do offer lockers for your belongings, but you retain full responsibility. Nourished MedSpa is not responsible for lost or damaged items.

PROVIDER REQUESTS

We respect your desire to be with a particular treatment provider but we may not always be able to meet special requests due to illness, vacations, and unforeseen schedule changes.

PRACTICE-PATIENT RELATIONSHIP

We love having you as a patient, but we do reserve the right to refuse service at any time, to anyone, for any reason.

OFF LABEL PRESCRIBING

I understand that a physician is not required to use medications as the labeling suggests. This is called off label prescribing and is specifically provided for by the FDA. I understand many of the aesthetic and wellness treatments are considered off-label and I consent to their use. I understand and accept any risks or side effects of off-label medications and treatments, even if they might be serious, for the possible help to, and benefit of, my condition.

FULL DISCLOSURE

I understand that the Clinic will only recommend treatments and procedures that will benefit me specifically and which are medically appropriate for me. I will disclose a full and accurate personal medical history to include any and all information regarding medical conditions and my use of medications, drugs, herbs, vitamins, or other supplements of any kind. I understand that failure to do so may affect my treatment outcome and increase the likelihood or severity of complications. I am also aware that failure to disclose accurate information about my history may be grounds for dismissal from the Clinic. I am not pregnant, or trying to become pregnant, nor am I breastfeeding at this time.

CONFIDENTIALITY

I understand that no information regarding protected health information shall be released to persons not affiliated with the clinic without my express consent except as herein stated. This prohibition excludes staff members, any physicians you have or have had a physician-patient relationship, pharmacies, labs or diagnostic centers. I understand that the integrity of my protected health information is important to the Clinic, and I understand that any self-publication (including the posting, broadcast or transfer) of my protected health information by myself (or cause or encourage others to make

any statements), that reveal or otherwise contain or identify the Clinic and/or any of its agents, any information posted on a blog, internet website, or other printed/electronic form or forum, constitutes a waiver of any protections afforded such protected health information under HIPAA, as well as any other applicable regulations, rules or laws. Further, any self-publication or disclosure of my protected health information authorizes the Clinic and/or its agents to respond to the original publication(s) to the extent necessary to defend, limit and challenge the factual assertions contained within such publications. Any and all comments and publications made either under my real name or a moniker will be considered self-disclosed/waived protections of my protected health information to the extent such publication is made. This means that I am aware that intentionally disclosing privileged or protected material with the aim, in whole or part, of furthering my case, I waive my privacy privilege with respect to the subject-matter of the disclosed communication. I affirm that my protected health information may be revealed to the extent reasonably necessary to enforce a claim or establish a defense in a controversy between myself and the Clinic and/or any of its representatives, to a criminal charge, civil claim, dispute, conduct or disciplinary complaint against the Clinic and/or any of its representatives. I understand that, in addition to authorized Clinic personnel, the clinic's Medical Director and Consulting Physicians shall have full access to my treatment records. I also understand that appropriate medical assessment may be conducted to further the safety and efficacy of Clinic services. I understand that there may be a charge for my medical assessment. I understand that the Clinic will maintain file copies of all records.

COST/PAYMENT

Because our practice is limited to elective aesthetic medicine, we do not bill insurance. All prices are subject to change without notice. We accept cash, Visa®, MasterCard®, American Express®, Discover®, Care Credit™, and Nourished MedSpa gift cards. Care Credit™ is a line of credit is between you and the creditor. At your request we can provide you information to apply for CareCredit, but ultimately, this is contract between you and CareCredit. Gift cards may only be used toward any service or product offered at Nourished MedSpa (some restrictions may apply), they are not redeemable for cash or refund. They cannot be replaced if lost or stolen. I understand that there may also be a booking fee for appointments due at the time of scheduling.

I understand that aesthetic procedures are considered "elective" and that payment is my responsibility. My insurance will not be filed. Any expenses which may be incurred by medical care I elect to receive outside of this office, such as, but not limited to dissatisfaction of my treatment outcome, will be my sole financial responsibility. If a touch-up treatment is requested/required, I understand that I will be responsible for the full cost of that additional treatment. I understand that I may request a price quote before treatment. Payment in full for all treatments is required at the time of service and is non-refundable. By paying with a credit card, I hereby certify that I am (1) an authorized user of the credit card, (2) I authorize the Clinic to charge the amount agreed upon to my credit card, and (3) if the charge is declined or reversed by the credit card issuer or network, I agree to pay the Clinic a service charge and to reimburse the Clinic for all reasonable costs of collection. Presenting any form of payment in which I am not an authorized user may be considered fraud and subject to law enforcement notification and prosecution.

RESULTS

*I am advised that though good results are expected, the possibility and nature of complications cannot be accurately anticipated and there can be **no guarantee** as expressed or implied either to the success or other result of treatment. I am aware that full correction is important and that follow-up touch ups/treatments will be needed to maintain the full effects. I am aware that the duration of treatment is dependent on many factors including but not limited to: age, sex, tissue condition, my general health and lifestyle conditions, and sun exposure. Clinical results will vary per patient. The correction, depending on these factors and product used may last 4-6 months and, in some cases, longer. I agree to abide by any and all recommendations made to me in the course of my treatments regardless of inconvenience. I will follow all pre- and post-operative physician instructions carefully; understanding that this is essential for the success of my outcome. I understand that any dietary supplements offered are not intended to treat, diagnose, cure or alleviate the effects of diseases.*

CONSENT

By signing this general informed consent form, I hereby grant authority to Nourished MedSpa and Wellness Center and Dr. Jason Carter, MD (or other delegated medical providers for the Clinic) to perform and/or administer any related treatment as may be deemed necessary or advisable in the diagnosis and treatment of my condition(s). My verbal consent for procedures shall be weighted the same as my written consent. For purposes of advancing medical education, I consent to the admittance of observers to the treatment room and can withdraw this consent at any time verbally. I understand that I have the right to refuse treatment. I agree to adhere to all safety precautions and instructions before and after the treatment. I understand that no refunds will be given for treatments received. No guarantee has been given or implied by anyone as to the results that may be obtained from this treatment. I have read this informed consent and certify that I understand its contents in full. All of my questions have been answered to my satisfaction and I consent to the terms of this agreement. I certify that if I have any changes occur in my medical history I will notify the Clinic immediately. I hereby voluntarily consent to elective aesthetic procedures and release the Clinic, medical staff, and all associated professionals from liability associated with the procedure. I understand that the Clinic's services generally consist of ongoing treatments to achieve maximum benefit, and this consent shall apply to all services rendered to me by the Clinic, including ongoing or intermittent treatments.

PHOTOGRAPHS

I grant permission to the Clinic, Jason Carter, MD, and agents or employees to take photographs of me for medical purposes to be used for treatment effectiveness, marketing or sales, training, professional publications, and/or case presentations. I understand that they may be used for any medium including print, visual or electronic media including but not limited to: scientific presentations, websites and for purposes of informing the medical profession or general public about the procedures. I understand that I will not be identified by name in any of the published materials and they remain the property of the Clinic. I waive any right to compensation. My face will be shown in such a way to best conceal my identity. I understand that I have the right to revoke this authorization in writing at any time. My appearance in or providing statements for videos which may be made for purposes of feedback, recommendations or comments may be used for the purpose of advertising and publicity without restriction.

GUARANTEE

I certify that I am a competent adult of at least 18 years of age and am not under the influence of alcohol or drugs. This consent form is freely and voluntarily executed and shall be binding upon my spouse, relatives, legal representatives, heirs, administrators, successors and assigns.

Patient Name (please print)

Patient Signature

Date

Performed by (please print name and title)

Practitioner Signature

Date