

*I termini del tuo abbonamento.*

# Membership Agreement

Applies to all membership tiers: Practice, Ritual, Devoted, and Devoted Duo · Last updated August 2026

## RIGHT TO CANCEL

**YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, EXCLUDING SUNDAYS AND HOLIDAYS.** To cancel this agreement, mail or deliver a signed and dated written notice stating that you are cancelling this agreement to:

Calmare House · 5639 La Jolla Blvd, 2nd Floor · San Diego, CA 92037

Or by email to: [ciao@calmarehouse.com](mailto:ciao@calmarehouse.com)

Or by cancelling directly in your online member portal.

All payments will be refunded within 10 days of receipt of your cancellation notice. This is a Calmare House policy offered to all members.

## AUTOMATIC RENEWAL DISCLOSURE, REQUIRED BY CALIFORNIA LAW

**Your membership is a recurring monthly subscription. Your payment method will be charged automatically each month until you cancel.** The monthly charge is the amount confirmed at sign-up. To cancel, email [ciao@calmarehouse.com](mailto:ciao@calmarehouse.com) with 30 days' written notice, or cancel directly in your online member portal.

This disclosure is made pursuant to California Business and Professions Code §§ 17600–17606 (California Automatic Renewal Law). By agreeing to this membership, you are providing your affirmative consent to these automatic renewal terms.

## 1. Membership & Billing

Your membership begins on the day you sign up. Your first payment is charged at that time — before Calmare House opens — and your payment method is then charged automatically each month on that same date until you cancel.

Your membership tier and monthly rate are confirmed at the time of sign-up. Membership fees are billed automatically to the payment method on file on the same calendar date each month. All payments are non-refundable except as expressly required by California law.

By agreeing to this membership, you authorize Calmare House to charge your payment method on a recurring monthly basis until you cancel in accordance with the cancellation terms in Section 5. You will receive a written reminder annually disclosing the name of the automatic renewal offer, the amount that will be charged, and how to cancel, as required by California Business and Professions Code § 17602(a)(3).

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## 2. Founding Member Rate

If you enrolled prior to the opening of Calmare House as a founding member, your rate is permanently locked for the lifetime of your active membership. This rate will never increase as long as your membership remains uninterrupted. If your membership lapses, is cancelled, or is paused beyond the permitted period and then restarted, the founding rate no longer applies and standard pricing will be charged from the date of restart.

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## 3. Price Adjustments (Standard Members)

Standard membership rates are subject to change. You will receive a minimum of 30 days' written notice by email to your address on file prior to any price increase. If you do not wish to continue at the new rate, you may cancel your membership before the change takes effect, with no cancellation fee.

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## 4. Membership Pause

Members may request to pause their membership for up to 30 consecutive days per calendar year. Pause requests must be submitted in writing to [ciao@calmarehouse.com](mailto:ciao@calmarehouse.com) at least 7 days before the intended pause start date. During a pause period, billing is suspended and membership benefits are not available. Pause requests are not retroactive. Calmare House reserves the right to limit the total number of pause requests per year at its reasonable discretion.

**Founding member rate protection during pause:** Founding members who pause once per calendar year for up to 30 consecutive days will retain their founding member rate in full upon resumption of their membership. A pause that exceeds 30 consecutive days, or a second pause request within the same calendar year, will be treated as a lapse and the founding member rate will no longer apply.

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## 5. Cancellation Policy

You may cancel your membership at any time by providing 30 days' written notice to [ciao@calmarehouse.com](mailto:ciao@calmarehouse.com), or by cancelling directly in your online member portal. Cancellation becomes effective at the end of the then-current billing period following the 30-day notice period. No partial refunds are issued for unused days within a paid billing period.

**Additional cancellation circumstances:** In addition to your general right to cancel, Calmare House will waive the standard 30-day notice requirement and allow immediate cancellation if:

- **Permanent disability:** You become unable to use the facility due to a permanent physical disability, as verified by a licensed physician. A prorated refund of any prepaid unused amounts will be issued.
- **Death:** In the event of your death, your legal representative may cancel on your behalf. A prorated refund of any prepaid unused amounts will be issued to your estate.
- **Relocation:** You permanently relocate your primary residence to a location more than 25 miles from Calmare House. A cancellation processing fee of no more than \$100 may apply.
- **Material facility change:** Calmare House permanently closes or substantially and materially changes the services available, as described in Section 14.

In circumstances above, no further charges will be made after the date of written notice, and any prorated refund due will be issued within 10 business days of receipt of written cancellation and required documentation.

## 6. Session Booking, Late Cancellation & No-Show Policy

Your membership entitles you to book sessions subject to availability. Bookings are confirmed on a first-come, first-served basis and are subject to Calmare House's capacity limits.

**Session duration and terrace access:** Each booked session provides 90 minutes of access to Calmare House's core facilities. Following your session, members may continue to use the terrace for up to one additional hour at no charge. Terrace use beyond this complimentary hour is billed at \$30 per additional hour and will be charged to the payment method on file.

**Cancellation window:** You may cancel or reschedule a booked session at no charge up to 24 hours before the scheduled session start time.

**Late cancellation fee:** If you cancel less than 24 hours before your session, a fee of \$15.00 will be charged to your payment method on file.

**No-show fee:** If you fail to attend a booked session without any prior notice, a fee of \$20.00 will be charged to your payment method on file.

These fees represent a genuine, reasonable pre-estimate of the loss incurred by Calmare House as a result of a missed booking. Session slots are limited by capacity and staffed in advance; a late cancellation or no-show reserves capacity that cannot be resold to another member, and reflects staffing already committed to that time slot. Because the actual loss from any individual missed booking is impractical to calculate precisely, the parties agree that these fees constitute valid liquidated damages, not a penalty, under California Civil Code § 1671(d).

Repeated no-shows or late cancellations (3 or more within any 60-day period) may result in temporary suspension of your online booking privileges. You will be notified in writing before any such suspension is applied.

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## 7. Physical Premises & Access

Calmare House is located on the second floor of 5639 La Jolla Blvd, Bird Rock, CA 92037. Access requires use of a shared building staircase. There is no elevator access to the facility at this time.

By agreeing to this membership, you acknowledge that:

- You are aware of and have assessed your own physical capability to safely navigate stairs to and from the facility
- You accept responsibility for your own safety when using the building staircase and any shared areas outside of Calmare House's direct control
- You will notify Calmare House staff in advance if you anticipate needing assistance

Nothing in this section waives any rights you may have under the Americans with Disabilities Act (ADA) or applicable California accessibility laws.

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## 8. Health Risk Acknowledgement & Assumption of Risk

### *a. Nature of Services*

Calmare House provides wellness services including contrast therapy (infrared and traditional sauna combined with cold plunge immersion), compression therapy, red light therapy, and related recovery modalities. These are wellness services only. Nothing provided at Calmare House constitutes medical treatment, medical advice, diagnosis, or a substitute for professional medical care.

### *b. Inherent Risks*

You acknowledge and accept that participation in the services offered at Calmare House involves inherent risks, including but not limited to:

- Overheating, dehydration, heat exhaustion, or heat stroke from sauna use
- Contact burns from hot surfaces, heating elements, or sauna equipment. Metal jewellery (including rings, watches, and piercings) heats significantly in the sauna and can cause burns — remove all metal jewellery before entering
- Cardiovascular stress arising from temperature contrast (sauna followed by cold plunge)
- Vasovagal response, dizziness, fainting, or cold shock from cold water immersion. In susceptible individuals, cold shock can cause rapid breathing, a sudden spike in heart rate, and in rare cases cardiac arrest
- Skin or eye sensitivity from red light and infrared exposure
- Slips, trips, or falls on wet surfaces in or near sauna and cold plunge areas
- Aggravation or worsening of pre-existing health conditions
- Exposure to bacteria, viruses, or other communicable illness through shared space, surfaces, or equipment, notwithstanding Calmare House's cleaning and sanitation protocols
- Physical fatigue, lightheadedness, headache, nausea or flu-like sensations, changes in sleep, or emotional release during or in the hours following a session — these after-effects can appear even after you have left the facility

### *c. Session Temperatures & Duration*

For your awareness in assessing your own tolerance:

- Traditional Finnish sauna: approximately 176–194°F (80–90°C)
- Infrared sauna: approximately 113–149°F (45–65°C)
- Cold plunge: approximately 50–59°F (10–15°C)

Each booked session provides 90 minutes of access to Calmare House's core facilities, as described in Section 6. You are responsible for monitoring your own tolerance and exiting any modality if you feel unwell, regardless of elapsed time.

#### *d. Transition Between Sauna and Cold Plunge*

Moving between hot and cold exposure places additional stress on your cardiovascular system. Calmare House recommends waiting at least 3–5 minutes after leaving the sauna before entering the cold plunge, and entering the cold plunge gradually rather than submerging suddenly. This transition, and your pacing between modalities generally, is undertaken at your own risk.

#### *e. Medical Conditions — Contraindications by Modality*

The lists below are illustrative and not exhaustive. If you have or have had any condition that could be affected by heat, cold, pressure, or light exposure — whether or not it appears below — consult a licensed physician before using the relevant service, and obtain physician approval where indicated. This health advisory is also published on our website at [calmarehouse.com/health](https://calmarehouse.com/health).

#### **Contrast Therapy (Sauna & Cold Plunge)**

- Heart disease, high or low blood pressure, or any cardiovascular condition
- Pregnancy or suspected pregnancy (see Section 8(f))
- Raynaud's disease or other circulatory disorders
- Diabetes or any condition affecting sensation, circulation, or heat/cold regulation
- A pacemaker, cochlear implant, or any implanted electronic medical device
- Open wounds, active skin infections, or contagious skin conditions
- Claustrophobia (relevant to sauna enclosures)
- Any of the above, or any other condition affecting your safe response to heat or cold, without pre-approval from a medical doctor

#### **Red Light Therapy**

- Pregnancy or suspected pregnancy
- Active cancer diagnosis, tumours, or recent radiotherapy or chemotherapy, unless approved by your treating provider
- Organ transplant or use of immune-suppressing medication
- Recent steroid injection or treatment
- Open wounds or active skin lesions at the treatment site

- Photosensitivity or current use of photosensitising medications
- Epilepsy or seizure disorders
- Known electrical or electromagnetic sensitivity
- Any of the above without pre-approval from a medical doctor

Eye protection is recommended and available at reception. Never look directly into the red light panels.

### Compression Therapy

Calmare House's compression devices are Normatec systems. You should not use compression therapy if you have, or suspect you have, any of the following:

- Acute pulmonary oedema
- Acute thrombophlebitis
- Deep vein thrombosis (DVT) or a history of blood clots
- Episodes of pulmonary embolism
- Acute congestive heart failure (unless you have obtained explicit physician approval)
- Acute infections affecting the limbs
- Wounds, lesions, or tumours at or near the site of application
- Bone fractures or dislocations at or near the site of application
- Any condition, or any of the above, where increased venous or lymphatic return is undesirable, without pre-approval from a medical doctor

If you are unsure whether any of these conditions apply to you, please consult your physician before using the relevant service. Calmare House staff may decline to permit use of any service if they have a reasonable concern about your safety.

### *f. Pregnancy Advisory*

Certain services are not considered appropriate during pregnancy without explicit medical clearance. Pregnant members must obtain written clearance from their healthcare provider prior to participation in cold plunge / contrast therapy, infrared sauna, or compression therapy. Staff may decline to permit use of these services if pregnancy is known or apparent and clearance has not been provided.

### *g. Your Ongoing Disclosure Obligation*

You agree to promptly notify Calmare House in writing if your health status changes in any way that may affect your safe use of the facility.

*h. Staff Right to Restrict Access on Health Grounds*

Calmare House staff may, in their reasonable discretion, decline to permit you to use any service or area if they have a reasonable and good-faith concern for your health or safety or the health and safety of other guests.

*i. Voluntary Assumption of Risk*

You voluntarily and knowingly assume all risks associated with your use of Calmare House facilities and services, to the fullest extent permitted under California law.

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## 9. Release of Liability and Indemnification

Please read this section carefully. By agreeing to this contract, you are giving up certain legal rights.

To the fullest extent permitted by California law, you agree to release, waive, discharge, and hold harmless Calmare House, its owners, directors, officers, employees, contractors, agents, and affiliated partners from any and all claims, demands, damages, losses, costs, expenses, or liabilities of any kind arising from or related to your use of Calmare House facilities and services, including:

- Personal injury, illness, or death sustained during use of saunas, cold plunges, red light equipment, or compression devices
- Injury sustained on the premises, including wet areas, communal spaces, or stairways
- Adverse reaction to any modality, treatment, or product
- Loss of or damage to personal property brought onto the premises
- Acts or omissions of other guests or visitors

This release does not apply to the gross negligence or wilful misconduct of Calmare House.

**Waiver of California Civil Code § 1542:** You expressly waive the protections of California Civil Code § 1542, which states: *"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or releasing party."*

**Indemnification:** You agree to indemnify, defend, and hold harmless Calmare House from any claims, losses, or costs (including reasonable legal fees) arising from your breach of this agreement, your misuse of the facility, or any injury or damage you cause to another person or to property while on the premises.

**Continuing effect:** This release and the assumption of risk in Section 8 apply to your initial visit and to every subsequent visit, session, or use of Calmare House facilities and services for as long as you remain a member or guest. You are not required to sign a new release for each visit — your continued use of Calmare House constitutes your continued agreement to this release.

## 10. Insurance Disclaimer

Calmare House maintains general liability insurance for the facility and its operations. Calmare House does not provide personal health insurance, accident insurance, disability insurance, or any other personal coverage for members or guests. You are solely responsible for maintaining your own health, accident, and liability insurance appropriate for participation in wellness and recovery activities.

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## 11. Right to Deny Entry and Terminate Membership

Calmare House reserves the right, at its sole and reasonable discretion, to:

- Deny entry to any individual who appears intoxicated, visibly impaired, or unwell at the time of arrival
- Refuse access to any specific service or area on legitimate health or safety grounds
- Suspend or permanently terminate a membership, without refund, for conduct including aggressive or abusive behaviour, deliberate damage to property, materially false information on intake forms, repeated disregard of staff instructions, or behaviour fundamentally incompatible with the wellbeing of other guests or staff

Members will be given written notice of any suspension or permanent termination. Terminations on grounds of conduct are not eligible for refund.

**Liability for damage:** You will be responsible for the reasonable cost of repair or replacement of any Calmare House equipment, property, or facilities damaged as a result of your wilful, negligent, or reckless conduct, whether or not your membership is also suspended or terminated as a result.

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## 12. Facility Rules and Member Conduct

By using Calmare House, you agree to the following rules at all times:

- **Hygiene:** Shower before entering saunas or cold plunges. Do not use shared facilities if you have a contagious illness, active skin infection, or open wound.
- **Attire:** Appropriate swimwear is required in all wet areas. Street clothing is not permitted in saunas or plunges.
- **Towels:** Sit on a clean towel in all saunas. Towels are available on site.
- **Footwear:** Non-slip footwear is strongly recommended in all wet areas. Barefoot use is at your own risk.
- **Intoxication and substances:** Do not use the facility under the influence of alcohol, cannabis, or any recreational drug.
- **Noise and atmosphere:** Calmare House is a quiet, restorative space. Please keep voices low.
- **Technology:** To preserve the restorative atmosphere, no cell phone or other personal technology use is permitted inside Calmare House. Phones must be kept on silent at all times while inside the facility. Technology use, including phone calls, is permitted on the terrace only. Video calls are not permitted anywhere on the premises.
- **Entering and leaving:** Please be mindful of noise when entering or leaving the premises, out of respect for our nearby residents.
- **Facility access:** Calmare House is accessible to members (and accompanied guests) during published member hours/days. Guest access is limited to one Guest Pass per month, per Section 15.
- **Photography:** Personal photography is permitted in designated areas only. Do not photograph, film, or record other guests without their explicit prior consent.
- **Age restriction:** Participants must be at least 16 years of age. Guests aged 16 or 17 may use the facility only if a parent or legal guardian is physically present throughout the entire visit.
- **Guests:** All guests visiting on a Guest Pass must complete a health intake form and sign a liability waiver before their session.
- **Personal property:** Calmare House is not responsible for the loss, theft, or damage of personal property brought onto the premises.
- **Food and drink:** Water is encouraged. No food or glass containers are permitted in wet areas. Alcohol is not permitted on the premises.
- **Fragrance:** Out of consideration for guests with sensitivities, please avoid heavy perfumes or strongly scented personal products during your visit.

Questions: Should you have any questions regarding your membership or our policies, please contact us at [ciao@calmarehouse.com](mailto:ciao@calmarehouse.com).

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### 13. Member Perks and Third-Party Partners

Member perks are provided as a courtesy and are subject to modification with 30 days' prior written notice. Current perks are set out in your membership confirmation.

**KOI Wellbeing discount:** All active Calmare House members receive 15% off one IV infusion per month at KOI Wellbeing (NAD+ excluded), subject to availability. This discount is redeemed directly with KOI Wellbeing at the time of service. Calmare House is not responsible for the services, availability, pricing, quality, or policies of KOI Wellbeing, which is an independently operated business.

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### 14. Facility and Service Changes

Calmare House reserves the right to modify, temporarily suspend, or permanently discontinue any service, equipment, or facility feature. Where a modification results in the permanent removal of a primary service that was available at the time of your sign-up, you retain the right to cancel your membership, and a prorated refund of any prepaid amounts will be issued.

Temporary closures for maintenance, cleaning, repairs, or circumstances beyond Calmare House's reasonable control do not constitute grounds for cancellation or entitlement to refund.

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### 15. Guest Pass Terms

Each Guest Pass entitles one named guest to one complimentary visit during the billing month in which it is issued. Guest Passes:

- Expire at the end of the billing month in which they are issued and do not roll over
  - Cannot be transferred between members, sold, or redeemed for cash
  - Require the guest to complete and sign a health intake form and liability waiver before their session
  - Are subject to session availability and must be booked in advance
  - May be suspended for misuse, including use by unregistered individuals
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## 16. Photography and Marketing Consent

Photography or video may occasionally be captured in communal areas of Calmare House for use in marketing and social media. If you do not wish to appear in any such content, please notify a member of staff before your visit and we will ensure you are excluded. Opt-out requests are always respected.

You retain ownership of any personal photography you take on the premises, subject to the conduct rules in Section 12.

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## 17. Privacy and California Consumer Privacy Act (CCPA)

Calmare House management and staff adhere to strict confidentiality standards and pledge to maintain all member records and personal information in the strictest confidence.

Calmare House collects and processes your personal data, including name, contact details, health information, and payment information, solely for the purposes of managing your membership, processing payments, operating the facility safely, and communicating with you about your account.

We do not sell your personal data to third parties.

As a California resident, you have the following rights under the California Consumer Privacy Act (Cal. Civ. Code § 1798.100 et seq.):

- The right to know what personal information we collect, use, and disclose
- The right to request deletion of your personal information (subject to certain exceptions)
- The right to correct inaccurate personal information
- The right to opt out of the sale or sharing of your personal information (we do not sell or share your data)
- The right to non-discrimination for exercising your CCPA rights

To exercise any of these rights, contact us at [ciao@calmarehouse.com](mailto:ciao@calmarehouse.com). We will respond within 45 days as required by law. For full details, see our [Privacy Policy](#).

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## 18. Governing Law and Dispute Resolution

This agreement is governed by the laws of the State of California, without regard to its conflict of law provisions.

In the event of a dispute, the parties agree to first attempt resolution informally by contacting Calmare House in writing at [ciao@calmarehouse.com](mailto:ciao@calmarehouse.com). If informal resolution is not achieved within 30 days, disputes shall be resolved in the state or federal courts located in San Diego County, California, and both parties consent to the personal jurisdiction of those courts.

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## 19. Severability

If any provision of this agreement is found to be unenforceable or invalid under applicable California law, that provision shall be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible, without affecting the remaining provisions of this agreement.

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## 20. Entire Agreement

This agreement, together with any health intake forms completed at sign-up or on arrival, constitutes the entire agreement between you and Calmare House with respect to your membership. No verbal representations made by staff that are not contained in this agreement are binding on Calmare House.

Calmare House reserves the right to update the terms of this agreement. You will be notified of any material changes by email with a minimum of 30 days' advance notice. Your continued use of your membership after the effective date of updated terms constitutes your acceptance of those terms.

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## 21. Medical Emergency

Calmare House is staffed during all published operating hours. Calmare House is not a healthcare facility and does not provide medical care, and in the event of an injury, fainting, or other health event, medical or emergency assistance beyond what on-site staff can provide may not be immediately available.

By agreeing to this membership, you expressly authorize Calmare House staff to provide or arrange emergency assistance on your behalf if they reasonably believe you are experiencing a medical emergency, including administering first aid, performing CPR, using an automated external defibrillator (AED), contacting and arranging emergency medical transport, and disclosing relevant health information from your intake forms to emergency medical personnel. The member remains solely financially responsible for any medical treatment received, including any costs associated with emergency services or transport. Calmare House accepts no liability for actions taken in good faith during a medical emergency.

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## 22. Member Acknowledgement

By accepting this agreement, the member confirms that:

- They have had adequate opportunity to read this agreement in full before accepting
  - They have had the opportunity to ask questions about any term they did not understand
  - They have had the opportunity to seek independent legal advice before accepting
  - They understand and agree to all terms, including the liability waiver in Section 9, the assumption of risk in Section 8, the automatic renewal terms, and the cancellation policy in Section 5
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### Calmare House

5639 La Jolla Blvd, 2nd Floor, Bird Rock, CA 92037

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