

PRECAUTIONS AND WAIVER

YOU WILL EXPERIENCE EXTREME CONDITIONS WHILE USING THE SAUNA

THIS IS ON PURPOSE - YOU ARE DOING THIS VOLUNTARILY - THERE ARE RISKS INVOLVED

BY READING AND SIGNING THIS WAIVER YOUR ARE AGREEING TO TAKE CARE OF YOURSELF

- Understand that you are entering an environment of extreme heat.
- You are aware that there are surfaces hot enough to burn you and that you will not touch them
- You will take responsibility for yourself, recognizing that your personal health situation, conditions known and unknown can and may be exacerbated by the temperature extremes present in the Sauna and the associated activities. Got Sauna assumes no responsibility for health conditions that you have.
- If at any time during your session, should you feel lightheaded, disoriented or any other sensation that results in instability, you will leave the hot room immediately.
- You will hydrate sufficiently before, during and after your session. Drink lots of water!
- The physical effects of the Sauna experience can last beyond the actual event. You **may** experience may wide ranging, post sauna symptoms ranging from drowsiness, dehydration, lightheadedness, euphoria, low energy. You agree to use caution participating in even mildly strenuous activities in the time immediately following your sauna session
- Different people have different tolerances for heat and cold, you will take responsibility for yourself knowing, recognizing, and following your limits. This is no macho contest and there are no prizes for endurance. You will limit rounds to 20 minutes or less and allow your core to cool between rounds.
- During cold weather, some surfaces may be icy and slick. You recognize that you will take responsibility for yourself around these areas.
- The effect of alcohol consumption may be exacerbated by the effects of dehydration, that Got Sauna can assume no responsibility for your actions related to the consumption of alcohol.
- You will not participate if you are high
- If you are on medication or if you are in doubt of your ability to use the sauna for health reasons or under a physician's care you will consult with that physician before using the sauna, especially women who are pregnant and anyone with high blood pressure.
- That if you have any questions concerning safety or general conduct not detailed in the welcome packet, the safety briefing or the user's manual you will ask a qualified associate.

In short, Sauna may be considered a harsh environment. **Print name** _____

I agree to take FULL responsibility for myself. Sign / Date _____

Got Sauna, LLC and Abundance Sauna are the same entity and may be used interchangeably in these documents

Waiver and Release of Liability
Assumption of Risk- Indemnification Agreement
Guest or Renter Personal Information

Name: _____ E-mail: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: (____) _____ Cell Phone: (____) _____

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.
READ THE ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING.
TERMS AND CONDITIONS

In consideration of being permitted access to Abundance Sauna – Got Sauna LLC, programs, amenities and services pursuant to the access agreement provided to me or my host (“Rental Agreement”), I agree as follows:

1. **RELEASE OF LIABILITY AND ASSUMPTION OF RISK** – I understand and acknowledge that there is risk involved in being in and around Abundance Sauna’s equipment, including, but not limited to, utilizing equipment which may malfunction or break, participating in any exercise or fitness activity, patronizing or using Abundance Sauna services, facilities and/or amenities, participating in programs or activities, and using or being present in and/or around any Abundance Sauna equipment while stationary or in transit (towing) or arising from improper maintenance of any equipment or facilities. This includes, without limitation, my use of the changing room, sauna, outdoor stairs, all seating, shower, parking area, sidewalk or any equipment inside or outside of the Abundance Sauna equipment and my participation in any activity, class, program or instruction. I agree that I am voluntarily participating in these activities and using the equipment and premises and assume all risk of injury, the contraction of any illness or medical condition that might result, or any damage, loss or theft of any personal property, whether any of the foregoing are suffered by me and/or my family members.

(a) **ASSUMPTION OF RISK.** I agree that I will assume the risk and full responsibility for any and all injuries, losses, death, costs, the contraction of any illness or medical condition that might result or other damages, loss or theft of any personal property that might occur to me and/or my family members while inside or outside of the Abundance Sauna equipment, utilizing equipment which may malfunction or break, participating in any exercise or fitness activity, patronizing or using Abundance Sauna services, facilities and/or amenities, participating in programs or activities, using or being present inside and outside of any Abundance Sauna equipment, or arising from improper maintenance of any equipment or facilities, my use of the changing room, sauna, outdoor stairs, seating, shower, parking area, sidewalk or any equipment inside or outside of the Abundance Sauna equipment, my participation in any activity, class, program or instruction, and negligence on the part of Abundance Sauna, Got Sauna LLC, its officers, directors, employer contractors, agents and other members, including premises liability claims and/or equipment liability claims such as (by example and not by limitation) slip and falls and/or trip and falls inside or outside of any Abundance Sauna equipment. (“Losses”).

(b) **RELEASE OF CLAIMS.** To the maximum extent allowed by law, I, the undersigned (“I”), agree on my own behalf and on behalf of my family, personal representatives, heirs, executors, administrators, agents and assigns, to waive and release any and all claims, suits or related causes of action against Abundance Sauna, Got Sauna LLC, its owners, officers, employees, or agents (collectively “Abundance Sauna”), for all Losses (“Released Claims”). I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE OF CLAIMS AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I AM WAIVING ANY RIGHT I MAY HAVE TO BRING A LEGAL ACTION TO ASSERT A CLAIM AGAINST ABUNDANCE SAUNA FOR ITS NEGLIGENCE.

Abundance Sauna / Got Sauna Release of Liability and Waiver

2. INDEMNIFICATION – I agree that I will indemnify, defend and hold Abundance Sauna harmless, to the maximum extent allowed by law, from negligence, injury, loss, death, costs or other damages to me, my family members, heirs or assigns, or third parties for claims, suits, or related causes of action asserted against Abundance Sauna Rental arising from my conduct and/or my family’s conduct while inside or outside of Abundance Sauna’s equipment or participating in any program or activity and from any of the Losses and Released Claims described in Section 1.
3. APPLICATION – I agree that this Release shall apply to each visit I make to Abundance Sauna’s equipment and to every instance of my participation in a program or activity, including future visits and participation, regardless of the date that this Release is signed below.
4. AGREEMENT TO COMPLY WITH RULES – I agree to, and will comply with, the policies of Abundance Sauna’s “USER MANUAL” posted in hard copy inside of the equipment changing room and available for download at www.abundancesauna.com, and with the policies of Abundance Sauna’s “EQUIPMENT RENTAL AGREEMENT”. I acknowledge that Abundance Sauna’s policies are subject to change at the sole discretion of the Abundance Sauna.
5. BINDING ON OTHERS – This Release shall bind the members of my family and my spouse or registered domestic partner if I am alive, as well as my estate, family, heirs, administrators, personal representatives or assigns if I am deceased and shall be deemed as a “Release, Waiver, Discharge and Covenant” not to sue Abundance Sauna.
6. SEVERABILITY – I agree that the purpose of this Release is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by Pennsylvania law. I agree that if any portion or provision of this Release is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid portion will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the Release.
7. APPLICABLE LAW, FORUM & ATTORNEYS’ FEES – This Release is governed by and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without any reference to its choice of law rules. I agree that any dispute arising from this Release or in any way associated with Abundance Sauna doing business within the Commonwealth Of Pennsylvania or outside of the Commonwealth of Pennsylvania shall be brought only in the Courts of Bucks County, Pennsylvania, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this Release is contested, I agree that the substantially prevailing party will be entitled to receive all attorney’s fees and costs from the party contesting the validity of this Release.

I acknowledge that no oral representations, statements or other inducements to sign this Release have been made apart from what is contained in this document.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE BY READING IT BEFORE SIGNING IT. BY MY SIGNATURE BELOW I UNDERSTAND AND AGREE TO THE ABOVE TERMS AND CONDITIONS.

PRINT & SIGNATURE:

_____ / ____ / ____
 Guest or RENTER (If over the age of 18) Month Day Year

IF GUEST IS A MINOR, SIGNATURE OF PARENT OR RESPONSIBLE ADULT IS REQUIRED BELOW:

9. PARENTAL RELEASE OF LIABILITY – In consideration of the minor child being permitted to utilize Abundance Sauna’s services, amenities, equipment, activities and/or programs I accept and agree to the full contents of this Release.

10. PARENTAL INDEMNIFICATION – I agree to release, indemnify, defend and hold Abundance Sauna harmless from all liabilities and future claims presented by my children or any other minor children and/or their parents, whose visit to Abundance Sauna’s equipment is sponsored by me, for any losses suffered by them or any family member or registered domestic partner. This includes any claim of the minor and any claim arising from the negligence of Abundance Sauna.

11. PARENTAL REPRESENTATION OF AUTHORITY – I agree that I am authorized to sign this Release on behalf of the child by all of the parents and/or legal guardians of the child. I represent that all parents and/or legal guardians of the child know of and acquiesce to the signing of this Release and agree to waive and release any and all claims, suits or related causes of action against Abundance Sauna.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE BY READING IT BEFORE SIGNING IT. BY MY SIGNATURE BELOW I UNDERSTAND AND AGREE TO THE ABOVE TERMS AND CONDITIONS, AND TO ALL POLICIES CONTAINED IN ABUNDANCE SAUNA’S “USER MANUAL” AND “RENTAL AGREEMENT”, WHICH I HAVE READ. THESE POLICIES ARE SUBJECT TO CHANGE FROM TIME TO TIME SOLELY AT THE DISCRETION OF ABUNDANCE SAUNA.

SIGNATURES:

Parent/Guardian (If guest is under the age of 18)

____/____/____
Month Day Year