



## SEASIDE SAUNA HAUS WAIVER

**ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.** I have been provided the opportunity to participate in Seaside Sauna Haus (the "Sauna") and hereby voluntarily agree as follows:

### ACKNOWLEDGEMENT OF RISKS:

My participation in the sauna involves known and unknown risks, dangers, and hazards that may cause death, personal injury, damage to personal property and loss of personal property. The risks and consequences I am acknowledging include, but are not limited to:

- Slippery surfaces caused by water, ice, snow, or other substances;
- Exposure to cold and hot temperatures;
- Exposure to hot equipment;
- Increased internal body temperature;
- Collisions or contact with other persons and objects inside or outside of the Sauna;
- Exposure to airborne illnesses or transmittable diseases;
- Defects or weaknesses in the design, construction, repair, or modification of the Sauna;
- Visible and invisible natural or man-made hazards in or around the Sauna;
- Other foreseeable and unforeseeable risks that contribute to the unpredictability of my participation in the Sauna.

### REPRESENTATION OF FITNESS:

- I am physically and mentally fit to participate in the Sauna. I do not have any medical condition, such as anhidrosis, that interferes with my ability to sweat.
- I am not pregnant and am not subjecting a foetus to excessive body temperatures that may cause foetal damage during pregnancy.
- I am not taking or under the influence of any drugs, alcohol, medication, or other substance affecting my mental or physical state.
- I am not experiencing any symptoms of COVID-19 at the time of use. I have **NOT** had recent onset of any of the following:
  - a new continuous cough
  - a high temperature
  - a loss of, or change in, your normal sense of taste or smell (anosmia)

### ASSUMPTION OF RESPONSIBILITY:

- I am responsible for my own safety and personal property. I cannot and will not rely on anyone other than myself to keep me or my personal property safe before, during, or after participating in the Sauna. My participation in the Sauna is voluntary and I can refuse to participate or quit participating in the Sauna at any time for any reason.

### ASSUMPTION OF RISK:

- I assume all risk and responsibility for death, personal injury, damage to personal property and loss of personal property that I sustain in connection with my participation in the Sauna, except to the extent such damages, injuries, or death results from conduct that constitutes greater than ordinary negligence under UK law.

### WAIVER AND RELEASE FROM LIABILITY; COVENANT NOT TO SUE:

- I, for myself and for my personal representatives, executors, administrators, heirs or next of kin, forever waive, release, discharge, agree to hold harmless, and covenant not to sue Seaside Sauna Haus, and their owners, shareholders, members, partners, employees, officers, directors, agents, and other affiliated persons or entities from any and all liability for any death, personal injury, damage to personal property, loss of personal property, costs, expenses, attorney's fees, actions, causes of action, suits, obligations, judgments and claims of any nature that I sustain in connection with my participation in the Sauna, except to the extent such damages, injuries, or death result from conduct that constitutes greater than ordinary negligence under UK law.

**INDEMNIFICATION:**

I indemnify and agree to hold harmless Seaside Sauna Haus and their owners, shareholders, members, partners, employees, officers, directors, agents, and other affiliated persons or entities from any and all liability for any death, personal injury, damage to personal property, loss of personal property, costs, expenses, attorney’s fees, actions, causes of action, suits, obligations, judgments and claims of any nature arising from, or in connection with, my participation in the Sauna.

**SEVERABILITY:**

Pursuant to UK law, nothing in this agreement purports or intends to waive liability for damage, injuries, or death resulting from conduct that constitutes greater than ordinary negligence. If any provision of this agreement is held invalid, such provision will be severed from this agreement, but the remaining provisions of this agreement will remain in full force and effect.

**I have carefully read the ‘Seaside Sauna Haus Waiver’ (2 pages) and understand its contents.**       **I am aware that by signing this agreement, I am waiving certain valuable rights, including the right to sue others for certain claims.**

I grant to Seaside Sauna Haus, its representatives and employees the right to take photographs of me and my property in connection with the above-identified subject. I authorize Seaside Sauna Haus, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that Seaside Sauna Haus may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content. I have read and understand the above:

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Emergency Contact Information**

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

Relationship: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**If the participant is under 18 years of age, the parent or legal guardian must also sign:**

I am the parent or guardian of the minor child named above and have the legal authority to execute the above agreement on his or her behalf. I hereby give my full consent and approval for my child to participate in the Sauna. I have read the above agreement and I intend for it to completely bind me and my minor child. I hereby fully enter into and execute the above agreement on my own behalf and on behalf of my minor child.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_