

"Spa La", LLC

CLIENT USE AGREEMENT, POLICIES, WAIVERS AND RELEASE OF LIABILITY

Client hereby acknowledges and affirms that he/she is in a good physical condition, including the absence of any skin conditions that may react to the treatments/facilities provided by Spa La, and have consulted and provided in with a physician who approves my use of services of Spa LA, and its affiliates (hereinafter "Spa La") and all of its related services, including without limitation, the saunas, steam room, clay room, salt room, jacuzzis, cold baths, massages, body treatments, facial enhancements, waxing, manicure/pedicure, relaxation areas.

Client further acknowledges that there are potentially dangerous conditions that are present at Spa La facilities, including but not limited to: extreme heat, extreme humidity, areas with reduced lighting, steep staircases, slippery surfaces and floors, including the presence of water, soaps and oils, and heavy equipment.

Despite being aware of the risks involved for the use of Spa La and its related services, the client voluntarily desires and agrees to use Spa La's facilities, equipment, and related services. He/she assumes all foregoing risks and accepts personal responsibility for any damages following any injury, permanent disability, or death.

Client agrees that before he/she uses any of the Spa La services and/or facilities that he/she will thoroughly inspect and examine the facilities and/or equipment to determine whether said facilities and/or equipment are safe and in proper working condition. In the event that Client determines that anything related to the facility and/or equipment is unsafe, he/she immediately advise and inform Spa La staff of the unsafe condition and will not use the facility and/or the equipment until such conditions are corrected and made safe for use by Client.

Client agrees to indemnify, defend and hold Spa La, and any of its officers, directors, employees, agents, independent contractors, shareholders, insurance companies, attorneys, affiliates, subcontractors, vendors, landlords, lessors, and/or its successors in interest harmless from all claims, actions, or demands, whether or not such matters are filed in a court with proper jurisdiction or through arbitration, that may result from my use of Spa La and its services, including limitation, claims for bodily or emotional injury, sickness, loss of property, and other physical or non physical damages.

Covenants Regarding use of Spa La's facilities, equipment, and services. Client further acknowledges and agrees:

Lockers: Spa La provides its clients with Lockers ("Lockers") for the storage of wallets, money, jewelry, credit cards, and other valuables during your visit to Spa La. This services is a courtesy to our clients. Spa La shall provide its clients with a key to the Locker. The Locker cannot be opened without two keys: one retained by Spa La, the other retained by the client. The client assumes all responsibility and risk for lost or stolen items that have or have not been secured in the Locker, including items that were placed in lockers by the client. Client will be charged the cost for lost Locker keys provided to Client by Spa La, including the cost of hiring a locksmith to replace and reset the lock.

Spa Wear: Spa La provides its clients with a clean robe, clean towels and clean sandals for use during their stay at Spa La. Clients may not use their own slippers, and any such use shall be at the client's own risk, including, but not limited to, the risk of slipping/falling from improper traction of the client's own slippers.

Rental Contract: Spa Rental does not include any type of treatments held at Spa La. If Renter and Spa La decide on including treatments to the rental, only the amount of time and people stated in contract will be honored. If Spa La extends time or the amount of people receiving treatments, there will be an additional fee, determined by the amount of people and time added. Renters must return Spa to its original state, and dispose of all trash before leaving the facility. Failure to do so will result in an additional fee of \$300.

All locker keys must be returned to the front desk. Failure to do so will result in an additional fee of \$25 for each missing locker key.

Video: Spa La maintains video surveillance for the premises for security purposes. However, clients' privacy rights are fully respected by Spa La and there is no such security surveillance in the locker rooms, bathing areas, sauna areas, spa areas, health and beauty areas and facilities of Spa La.

Inappropriate Behavior: Spa La reserves the right to refuse service and/or the use of the facilities to any person whose conduct is harassing, offensive, lewd, inappropriate, loud, boisterous, or is an unreasonable disturbance to other clients, guests, vendors, employees, agents, and/or independent contractors. At Spa La's sole discretion, any such conduct, which results in the client's expulsion and termination of the use of the facilities and its related services, will be without refund of money advanced for such use and services. Filming or phone usage is prohibited within the "Wetroom" perimeter of the spa. Spa La reserves the right to refuse service to any person whose conduct is deemed inappropriate. Client agrees to indemnify, defend and hold Spa La, and any of its officers, directors, employees, agents, independent contractors, shareholders, insurance companies, attorneys, affiliates, subcontractors, vendors, landlords, lessors, and/or its successors in interest harmless from all claims, actions, or demands, whether or not such matters are filed in a court with proper jurisdiction or through arbitration, that may result from the action of filming, recording, or pictures taken of the spa by another client.

Hot Surfaces: Throughout Spa La there are a number of areas that contain extremely hot surfaces including, without limitation, the walls, floors, doors, bricks, seats, benches, rocks, and heating elements within the saunas and steam rooms. Hot surfaces and sauna rooms may lead to fainting or dehydration. Client acknowledges that he/she is aware of the danger and risks of contact with these surfaces.

Slippery Surfaces: Spa La has multiple slippery surfaces such as the floors of the "Wetroom" where oils and water may be present, as well as the "Wetroom" treatment beds. Spa La staff and therapists are not responsible for injuries caused during or after a treatment, especially when "turning over" on wet and slippery beds. Client recognizes that Client is responsible for any damages or injuries caused from slipping or falling from "Wetroom" beds and that it is the Client's responsibility to be cautious during sessions.

If the client needs assistance in use of any of the Spa La facilities, Spa La will provide, upon request, personal assistance to ensure that our disabled clients have full and complete use and enjoyment of Spa La.

Clothing Is Not Optional Guidelines: Spa La facilities are not clothing optional, meaning the client must be fully nude when using Spa La facilities intended to be used nude. This is so the services to our guests and members at Spa La (A traditional Korean Spa) leaves them having enjoyed their experience and felt comfortable during spa usage. Spa La promotes nudity during the use of some facilities that are intended to be used nude as they believe it enhances health and wellness.

Spa La reserves the right to refuse service to anyone: Spa La reserves the right to request that a client leave Spa premise for any circumstances deemed inappropriate. Spa La reserves the right to request proof of a government issued ID.

: In keeping with the traditions of a Traditional Korean Spa and the fact that Spa La is strictly a Women's only spa, and advertises as so, Spa La reserves the right to refuse service to anyone. Including, but not limited to, if the client is not biologically/ physically a female. Spa La reserves the right to request for a proof of government issued ID.

Clients using spa facilities understand that Spa La and Spa La ONLY have the right to refuse service to anyone, and understand that if the client feels discomfort, distress, or uneasiness as a result of the presence of another client using Spa La facilities, have the right to remove themselves from the environment.

In order to maximize the experience for all our guests, we have established the following guidelines:

- All guests and members must be a minimum of 18 years of age to be permitted within Spa La facilities, and any members between the age of 10 - 17 must have a guardian with them at all times (excluding in the duration of treatments)
- No street clothes are allowed in the facility other than guests and members registering for services, entering, or preparing to exit the facility.
- Clothing not optional services are confined to designated portions of Spa La such as the bathing area, jacuzzis, cold tubs, steam saunas, wet treatment areas on the ground floor. Patrons in any other areas of the complex, including stairwells, reception area, relaxation lounge, must be appropriately attired in a robe and where stated by Spa La facility signage.
- Guests and members must adhere to the clothing guidelines at all times of the respective area and while transitioning between areas.
- Clothing not optional is not a pretext for either covert or overt sexual activity. Nude is not lewd, but combining it with sexual activity is strictly prohibited at Spa La facilities. Therefore, any patrons displaying lewd and suggestive behavior, including but not limited to inappropriate language, gestures, or touching, will be asked to leave, and banned from future visits.

Daily Entrances: Spa La issues daily entrance bracelets for use by the client with a locker number designated on such bracelets. The daily entrance bracelets are non-transferable and shall only be used by the named bracelet holder. Any lost keys or bracelets will result in a \$25 fine to Spa La.

Food and Beverage: Client shall not bring any food or beverage purchased from outside the facilities. Food and beverages provided by Spa La shall only be permitted for consumption at designated areas. All food or drink provided by Spa La is to be consumed at clients' own risk and client relinquishes Spa La of any and all liability of what was consumed by clients choice results in, but is not limited to, any consequences, injuries, or illness.

Power Outages: Client understands Spa La is not responsible for any power or electrical outages and that client will not be refunded during the time of outage.

Treatments: Any treatment provided by Spa LA may consist of surface cleaning, exfoliation, "scrubbing", steam, application of antibacterial serums, corrective serums, extractions, rubber masks, facial cleansing, body oils, including both mineral and scented oils. Treatments are designed to balance, hydrate, clear acne impaction, exfoliate dead body cells, and prepare the skin for a home care regimen. Although rare, Spa La treatments can have certain side effects such as temporary scarring, dryness, discomfort, redness, rash, swelling, tenderness, bleeding etc. Client consents to and authorizes Spa La and staff to perform any and all of the treatments Spa La offers. Client has been informed of possible benefits, risks, and complications. Client also recognizes that there are no guaranteed results and that independent results are dependent on age, skin condition, and lifestyle and that there is the possibility the client may require further treatments of the treated areas to obtain the expected results at an additional cost. Client understand the treatment and accept the risks. Client shall not hold Spa La and staff responsible for any condition that were present, but not disclosed at the time of the skin care procedure, which may be affected by the treatment performed.

Photo Release: Client understands that photographs may be taken before and after the treatment. Client grants permission for photographs to be used by Spa La and staff for educational and/or promotional purposes. Complete patient confidentiality will be maintained at all times.

By entering Spa La and booking on our official website <http://spala.us>, you are acknowledging and agreeing to our terms and policies.