286 West St. Gardner MA, 01440

CONTACT INFORMATION

Your Name:	
Address:	
CITY	ZIP
Phone Number:	
Email:	
Who did you come with today?	
	PLEASE LIST THEIR NAME
IN THE EVENT OF AN EMERGENCY M	VHO WOULD YOU LIKE US TO CONTACT
IN THE EVENT OF AN EMILAGENCY, M	

Their Name (First, Last): _____

Relationship to you: _____

Their Phone Number: _____

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GENERAL RELEASE OF LIABILITY

Under the terms of this Agreement and sufficiency of which is hereby acknowledged, do hereby release and forever discharge <u>EZ STEAM LLC</u>, of <u>286 West St.</u>, City of <u>Gardner</u>, State of <u>Massachusetts</u> (Hereinafter the "Releasee") including their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which I now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages that may develop in the future, as a result of or in any way relating to the following: *EZ STEAM BATH FACILITY, PROPERTY, STEAM BATH SERVICE, HALOTHERAPY SESSIONS AND ALL STAFF AND PRODUCTS*.

It is understood and agreed that this Agreement is made and received in full and complete settlement and satisfaction the causes of action, claims and demands mentioned herein; that this Release contains the entire Agreement between the parties; and that the terms of this Agreement are contractual and not merely a recital. Furthermore, this Release shall be binding upon the undersigned, and his respective heirs, executors, administrators, personal representatives, successors, and assigns. This Release shall be subject to and governed by the laws of the State of *Massachusetts*,

This Release has been read and fully understood by the undersigned and/or has been explained to me.

Releasor's (your) Signature: _____

Date: _____

Print Name: _____

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TERMS AND CONDITIONS

- We kindly ask that reservations be scheduled ahead of time. Walk-ins may be accommodated depending on availability.
- Payment in full is collected and due before entering the steam bath. Any credit card payments will be applied as a credit on the EZ Steam account if the paid-for appointment was changed or cancelled in accordance with our cancellation policy.
- All guests, including all children, must have a completed liability packet on file at EZ Steam LLC.
- All rooms are disinfected and cleaned between each guest, using all non-bleach, contact safe disinfectants and cleaners. Please be respectful of our complimentary products. Please do not participate in the damage or destruction of the property at 286 West Street, Gardner and/or any personal property.
- No drugs, alcohol, body oils or glass bottles are permitted in steam/salt rooms. Do not arrive intoxicated or under the influence. We reserve the right to refuse service if we believe you are intoxicated or under the influence.
- We ask that you arrive 15 minutes prior to your reservation as this allows time for check-in, signing of liability paperwork, collection of payment, and use of the facilities if needed.
- Please always act in a respectful way to other guests, the EZ STEAM LLC employees, subcontractors, spa attendants, snow removal and maintenance staff and any tenants that live on the property of 286 West St. Gardner.
- If at any time we feel that the other guests, staff on-site, the equipment, or the space is not being respected, the EZ STEAM LLC team and/or spa attendant on duty can and will ask you to leave. You will not be refunded the reservation fee. If you refuse our request to leave the property, we reserve the right to notify law enforcement and have you physically removed from the property.

I,	have read, agree to, and will abide by these
terms and conditions.	

Initials:	Date:

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AGREEMENT, WAIVER, AND RELEASE OF LIABILITY

- Please consult with a physician prior to using the steam bath or salt room. Medications could affect your body's response to heat/salt. Please understand the effects to your health that could result.
- It is incredibly important for you to arrive hydrated for your steam session. Dehydration is dangerous and can lead to dizziness, unconsciousness, hospitalization and in severe cases, <u>death.</u>
- <u>Please discontinue the use of the steam bath if you feel light-headed, dizzy, or heat</u> <u>exhausted. If you are experiencing these symptoms, you may find that opening the window,</u> <u>getting under a cold shower, drinking water, and sitting in the dressing room for 5 minutes or</u> <u>more may help.</u>
- Please do not bring in any outside bath salts, hair color (permanent or temporary) or anything that may discolor the steam room floor.
- No guests under the age of 18 are permitted in the steam bath unless accompanied by a parent, legal guardian, or a supervising and consenting adult. Parents must sign a liability release for all children attending services at EZ Steam, LLC.
- Steam bath sessions should be limited to a maximum of 60 minutes at one time. Please take multiple breaks throughout your steam bath session.
- Do not eat at least one to two hours prior to your steam bath session to avoid any ill feelings.
- Anyone with open wounds, stitches or a healing incision will not be permitted in the steam room.
- Pregnant women should not use a steam room during pregnancy. Excessive body temperatures have a high potential for causing fetal damage. To protect the health of both mother and baby, we reserve the right to refuse service. Please understand that we do this because we care.
- When using the steam room, please refrain from opening the air valve on the radiator. We understand that you may think you are creating heat and steam when it actually releases all the pressure in the boiler and shuts the system down.
- Do not touch the lights in the steam rooms. This includes shutting them off, placing a wet facecloth over it, unscrewing it to shut off the bulb. This is dangerous. Please don't touch.

It is solely your responsibility to monitor your body and its' reactions and determine if it is appropriate to use the Steam Bath, Halotherapy and/or Oxygen Bar. You alone are responsible for your safety and well-being.

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I acknowledge and accept the risks inherent in using the Steam Bath, Halotherapy and/or Oxygen Bar. I voluntarily assume the risk of injury, accident or death which may arise from the use of the Steam Bath, Halotherapy or Oxygen Bar. I and any of my heirs, executors, representatives, or assigns hereby release me from all claims or liabilities for personal injury or property damages of any kind sustained while on the premises, during the use of the Steam Bath, Halotherapy and/or Oxygen Bar, and from any advice provided by an employee, independent contractor, or any representative of EZ STEAM LLC.

I agree that this Application and Waiver is in effect for all Steam Bath, Halotherapy and Oxygen sessions with EZ STEAM LLC and will not expire unless requested by either party and understand it is my personal responsibility to consult with my doctor regarding my participation.

Your first and last name (printed):

Signature: _____ Date: _____

***Please sign below if supervising a guest under the age of 18 years old. ***

Name and age of underaged guest

First and Last Name of Consenting Adult

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CANCELLATION POLICIES AND FEES

Your Steam Bath or Salt Room sessions are reserved especially for you. We value your business and ask that you respect the club's scheduling policies. Should you need to cancel or reschedule your session, please notify us by phone (781) 742-5271 at least 24 hours in advance whenever possible. Any cancellations with less than 2 hours of notice are subject to a cancellation fee amounting to the cost of the scheduled service. Clients who miss their appointments without giving any prior notification will be charged in full for the scheduled service. We recognize the time of our clients and staff is valuable and have implemented this policy for this reason. When you miss an appointment with us, we not only lose your business, but also the potential business of other clients who could have scheduled an appointment for the same time.

Cancelled appointments (made within the appropriate timeframe) that were booked with a credit card will receive a credit on their EZ Steam account for future use. For any instance when a credit card refund is approved and issued, a 3.5% fee will be deducted from the total credit. This is the fee we are charged from the credit card companies.

For any repeat "No-Show" offenders, a credit card will be required to book any appointment going forward.

<u>Glass is not permitted in the steam rooms.</u> If glass is broken in the steam room, the room will need to be shut down until it can be fully cleaned and inspected. Due to the liability this causes, we reserve the right to assess a fee for the loss of business and cost of cleaning. You will be charged a \$150 fee. Please see the front desk for free plastic bottles to exchange your essential oils into. We understand commercial oils are typically sold in glass, so we offer this complimentary service.

Body Oils are not permitted in the steam rooms. This creates not only a dangerous slip hazard, but it also creates a barrier on the cement floor and wood surfaces that prevent our disinfectants and cleaners from penetrating through it.

Thank you for your kind understanding.

EZ Steam, LLC

For any questions about our cancellation policy, please contact us at: <u>ezsteamclub@yahoo.com</u>.

I have read and understood this policy. By signing this I am agreeing to the terms listed above: