

**WILD SAUNA HIGH COUNTRY PTY LTD**  
**DEED OF INFORMED CONSENT AND WAIVER OF LIABILITY**

In this deed, the following terms in the column on the left have the meaning noted in the column on the right:

<b>The Service Provider</b>	Wild Sauna High Country Pty Ltd A.C.N. 671 468 456 trading as Wild Sauna High Country  Phone:  Email:
<b>The Service Consumer (“I” or “me”)</b>	Of  Phone:  Email:
<b>Parent or Guardian of the Service Provider where the Service Provider is a minor</b>	Of  Phone:  Email:
<b>The Service Consumer’s Age</b>	
<b>The Services</b>	Use of the Sauna Provider’s mobile sauna facilities (“ <b>the Sauna</b> ”)
<b>The Address</b> (being the address where the Services are being provided)	
<b>Date of this Document</b>	

In consideration of the Service Provider permitting the Service Consumer to use the Services, the Service Consumer acknowledges, agrees and understands:

1. I am voluntarily using the Services with full knowledge and appreciation of the Risks (as later defined herein).
2. I will read and follow all notices or instructions provided by the Service Provider or its agents including but not limited to signs posted or left on or about the Sauna or the Address and any communications (regardless of format) from the Service Provider to me or any person arranging use of the Services.
3. I will only use the Sauna for its usual and intended purposes.
4. There are certain inherent risks associated with using the Services including, but not limited to, risks to my health and safety including the risk of slipping, falling, dehydrating, heart attack, aggravation of pre-existing medical conditions such as diabetes, high blood pressure, issues related to pregnancy and issues related to

- confinement to small spaces (“**the Risks**”).
5. I have had the opportunity to make and have made my own enquiries as to the Risks.
  6. I assume full responsibility for the Risks.
  7. I will not use the Services if I have any underlying health issue (including without limitation high blood pressure, diabetes, heart failure, abnormal heart rhythm, unstable angina or if I am pregnant or planning to become pregnant) that might render me susceptible to the Risks.
  8. I acknowledge that I have been advised that:
    - time in the Sauna should be limited to a maximum of 20 minutes at a time for adults and reducing for those under the age of 18 years;
    - all users should hydrate frequently by drinking water before, during and after use of the Sauna;
    - jewellery should not be worn in the Sauna as it might cause burns;
    - taking mobile phones and other equipment in the Sauna may damage to such items;
    - the Sauna is not to be relocated once delivered to the Address by the Service Provider;
    - the Sauna will be left clean and in tact at the end of the rental period; and
    - the wood fire will not be burning or hot at the time the Service Provider collects the Sauna at the end of the rental period.
  9. Because of inherent risks to health (which I acknowledge), I will not use the Services while under the influence of alcohol, recreational drugs or prescribed medicines where such prescribed medicines will render me susceptible to detrimental health outcomes when using the Services.
  10. That if I am in any doubt as to the Risks, I will obtain appropriate medical advice prior to using the Services.
  11. I:
    - do not have any medical or other conditions that would impair my ability to safely use the Services;
    - am not experiencing symptoms of Covid-19 (such as cough, shortness of breath, sore throat, congestion, headache, muscle or body aches, chills, or fever); and
    - do not have a confirmed or suspected case of Covid-19 and have not come in contact in the last 14 days with a person who has been confirmed to have or suspected of having Covid-19.
  12. I will comply with all federal, state and local laws, orders, directives, and guidelines related to the Services and my use of them and especially as relate to Covid-19 including, without limitation, requirements related to hand sanitation, social distancing and the use of face coverings and safety equipment.
  13. If at any time:
    - I have any reason to believe conditions relating to the Services are unsafe;
    - I am no longer in proper physical condition to use the Services; or
    - I begin experiencing symptoms of Covid-19I will immediately discontinue use of the Services.
  14. I acknowledge that the Service Provider is relying on this document and the statements I make herein in agreeing to permit me to use the Services.
  15. I will not use oils in the Sauna.
  16. I acknowledge that the Sauna requires a wood fire and that:
    - I have been instructed by the Service Provider as to the proper use of the wood fire and the fire extinguisher;
    - That no accelerants are to be used in lighting the wood fire; and
    - I will follow all instructions from the Service Provider meticulously.
  17. I acknowledge that no person under the age of 18 years is to use the Services other than in the company of and under the direction and control of an adult.

18. Where I am the person making the booking for the Services, I undertake that:
  - I will be present whenever the Services are in use;
  - I will pass on to any other users all instructions received from the Service Provider (whether verbal or otherwise);
  - No person uses the Services unless and until they have executed a document in similar form to this document;
  - No person under the age of 18 years will use the Services other than in the company of and under the direction and control of an adult; and
  - I will make good any damage done to the Sauna or reimburse the Service Provider the cost of such damage (regardless of whether I caused the damage or it was caused by another user).
19. I accept and assume the Risks and all risks of illness, personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and financial loss arising from my use of the Services whether caused by the negligence of the Service Provider or otherwise.
20. I hereby waive and release any right I, my heirs, guardians, legal representatives and assigns may have or acquire to make a claim against, sue, attach the property of or prosecute the Service Provider or any of its members, officers, and agents (herein collectively referred to as the “**Releasees**”) on account of any loss or damage sustained including personal or psychological injury, illness, pain, suffering, temporary or permanent disability, death, property damage or financial loss arising out of or attributable to my use of the Services, whether or not the injury or damage results from the negligence or other action of any of the Releasees. I covenant not to make or bring any such claim against the Service Provider or any other Releasee and forever release and discharge the Service Provider and all other Releasees from liability under such claims.
21. I indemnify the Service Provider and Releasees against all claims, causes of action, damages, judgements, costs, or expenses, including attorney fees and other litigation costs which may in any way arise from the use of the Sauna or the provision of the Services whether by myself, my family or any invitee of mine.
22. This document constitutes the sole and entire agreement between the Service Provider and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this document is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this document or invalidate or render unenforceable such term or provision.
23. This document is binding on the Service Consumer and will inure for the benefit of the Service Provider, its directors and any and all successors and assigns and the Releasees.
24. I executed this document free of any pressure or duress and I have had ample opportunity to review it before signing it and I acknowledge that the Service Provider will refund any fees I have paid to use the Services if I choose not to sign this document.
25. I understand that I am free to obtain my own legal advice prior to signing this document.
26. All matters arising out of or relating to this document are governed by and will be construed in accordance with the laws of Victoria.
27. I have read this document and understand it.

Date of this deed:     /     /20

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Signed by the Service Consumer or the Parent or  
Guardian of the Consumer where the Service  
Consumer is a minor