

RentaSauna

WAIVER AND RELEASE OF LIABILITY

Reduce the Risk of Overheating and Scalding

1. Prolonged exposure to the high temperatures, which prevail in a sauna may cause your body to overheat. Limit yourself to a maximum of fifteen (15) minutes at a time and allow your body to cool down to normal body temperature in between sauna rounds. Overexposure to high temperatures can be dangerous to your health. Exit immediately if nauseous, uncomfortable, dizzy or sleepy.
2. Check with a doctor before using sauna if pregnant, diabetic, in poor health and/or under medical care.
3. Do not use the sauna facility if you have recently consumed alcohol, drugs or medications.
4. Be aware that direct body contact with the sauna stove, sauna rocks, steam, stove pipe, heat shields and/or other metal objects in the sauna may cause serious injury.

Reduce the Risk of Slipping and Falling

1. Use care when entering and exiting the sauna facility. Use the handrail when using the steps.
2. Outside grounds may be icy. Use of proper footwear is always recommended.

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: (____) _____

In consideration of being permitted access to Cottages to Castle’s equipment, 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 Cottages to Castle’s equipment, including, but not limited to, utilizing equipment which may malfunction or break, participating in any exercise or fitness activity, patronizing or using Cottages to Castles services, facilities and/or amenities, participating in programs or activities, and using or being present in and/or around any Cottages to Castles 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 Cottages to

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Castles 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 Cottages to Castles equipment, utilizing equipment which may malfunction or break, participating in any exercise or fitness activity, patronizing or using Cottages to Castles services, facilities and/or amenities, participating in programs or activities, using or being present inside and outside of any Cottages to Castles 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 Cottages to Castles equipment, my participation in any activity, class, program or instruction, and negligence on the part of Cottages to Castles, 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 Cottages to Castles 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 Cottages to Castles

Waiver Release of Liability

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

Rent-A-Sauna and Cottages to Castles, its owners, officers, employees, or agents (collectively "Cottages to Castles"), 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 COTTAGES TO CASTLES FOR ITS NEGLIGENCE.

2. INDEMNIFICATION – I agree that I will indemnify, defend and hold Cottages to Castles 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 Cottages to Castles Mobile Sauna Rental arising from my conduct and/or my family's conduct while inside or outside of Cottages to Castle's equipment or participating in any program or activity and from any of the Losses and Released Claims described in Section 1.

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3. APPLICATION – I agree that this Release shall apply to each visit I make to Cottages to Castle’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 Cottages to Castle’s “USER MANUAL” posted in hard copy inside of the equipment changing room and available for download at www.cottagestocastles.biz, and with the policies of Cottages to Castles “EQUIPMENT RENTAL AGREEMENT”. I acknowledge that Cottages to Castle’s policies are subject to change at the sole discretion of the Cottages to Castles.

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 Cottages to Castles .

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 New York 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 state of New York, without any reference to its choice of law rules. I agree that any dispute arising from this Release or in any way associated with Cottages to Castles doing business within the state of New York or outside of the state of New York shall be brought only in the Courts of Ulster County, New York, 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

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

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

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

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

9. PARENTAL INDEMNIFICATION – I agree to release, indemnify, defend and hold Cottages to Castles harmless from all liabilities and future claims presented by my children or any other minor children and/or their parents, whose visit to Cottages to Castle’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 Cottages to Castles.

10. PARENTAL REPRESENTATION OF AUTHORITY – I agree that I am authorized to sign this Release on behalf of the child by all 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 Cottages to Castles.

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 COTTAGES TO CASTLE’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 COTTAGES TO CASTLES.

SIGNATURES: _____/_____/_____
Parent/Guardian (If guest or member is under the age of 18) Month ____ Day ____ Year _____