WAIVER AND RELEASE OF LIABILITY

 This waiver and release of liability is given in consideration for the InstaSpa “Company”, providing me with goods and services pertaining to the delivery and set-up/operation of a hot tub spa at the property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

I AM AWARE THAT THE USE AND OPERATION OF THE HOT TUB SPA MAY CAUSE PERSONAL INJURY OR PROPERTY DAMAGE AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY REQUESTING THE HOT TUB SPA BE PLACED AT MY PROPERTY AND I AM PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN. I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY.

I forever release the Company and any affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for property damage, personal injury, or death related to the use of the hot tub spa.

I and/or my visitors shall take all necessary precautions of using personal protective equipment and knowingly and freely assume all such risks, both known and unknown, relating to my use of the hot tub spa and forever release the Company, along its officers, directors, managers, officials, trustees, agents, employees, and or other representatives, and their successors and assigns (collectively, the “Company Representatives”), from any and all claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen. I further promise not to sue the Company and agree to indemnify and hold it harmless from any and all damages resulting from my and/or my child(ren) or guests utilizing the hot tub spa.

SIGNATURE: Each of the undersigned signs this document personally, intending to be individually bound.

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Customer’s Signature Date

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Print Name of Customer