

UP NORTH SAUNA LLC

Waiver And Release of Liability (hereinafter "Release")

PLEASE READ THE FOLLOWING TERMS & CONDITIONS CAREFULLY AND FULLY BEFORE SIGNING

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 the sauna if pregnant, diabetic, in poor health and/or under medical care.
3. Do not use the sauna 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.
2. Outside grounds may be icy. Use of proper footwear is recommended at all times.

Waiver and Release of Liability ("Release")

Assumption Of Risk - Indemnification Agreement

Guest or Renter Personal Information:

Name of RENTER: (Printed): _____

Email: _____

Address: _____

Phone Number: _____

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

In consideration of being permitted access to UP NORTH SAUNA LLC (hereinafter "UP NORTH SAUNA") equipment, programs, amenities and services pursuant to the UP NORTH SAUNA LLC Equipment Rental Agreement (hereinafter "Agreement") provided to me or my host, 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 UP NORTH SAUNA equipment, including, but not limited to, utilizing equipment which may malfunction or break, participating in any exercise or fitness activity, patronizing or using UP NORTH SAUNA's services, facilities and/or amenities, participating in programs or activities, and using or being present in and/or around any UP NORTH SAUNA'S 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 sauna, outdoor stairs, all seating, parking area, sidewalk or any equipment inside or outside of UP NORTH SAUNA's 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 third parties.
 - 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 UP NORTH SAUNA's equipment, utilizing equipment which may malfunction or break, participating in any exercise or fitness activity, patronizing or using UP NORTH SAUNA services, facilities and/or amenities, participating in programs or activities, using or being present inside and outside of any UP NORTH SAUNA's equipment, or arising from improper maintenance of any equipment or facilities, my use of the sauna, outdoor stairs, seating, parking area, sidewalk or any equipment inside or outside of the UP NORTH SAUNA equipment, my participation in any activity, class, program or instruction, and negligence on the part of UP NORTH SAUNA, 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 UP NORTH SAUNA equipment (hereinafter "Losses").

- b. **RELEASE OF CLAIMS.** To the maximum extent allowed by law, I, the undersigned, 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 UP NORTH SAUNA its owners, officers, employees, for all Losses (hereinafter "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 UP NORTH SAUNA FOR ITS NEGLIGENCE.
2. **INDEMNIFICATION** – I agree that I will indemnify, defend and hold UP NORTH SAUNA 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 UP NORTH SAUNA arising from my conduct and/or my third parties' conduct while inside or outside of UP NORTH SAUNA's equipment or participating in any program or activity and from any of the Losses and Released Claims described in Section 1.
3. **APPLICATION** – I agree that this Release shall apply to each visit I make to UP NORTH SAUNA'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 UP NORTH SAUNA's "USER MANUAL" posted in hard copy inside the bin on the trailer, and with the policies of UP NORTH SAUNA's Agreement. I acknowledge that UP NORTH SAUNA's policies are subject to change at the sole discretion of the UP NORTH SAUNA.
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 UP NORTH SAUNA.
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 Wisconsin 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 Wisconsin, without any reference to its choice of law rules. I agree that any dispute arising from this Release or in any way associated with UP NORTH SAUNA doing business within the state of Wisconsin shall be brought only in the Courts of Door County, Wisconsin, 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 of RENTER: _____

Date: _____

UP NORTH SAUNA LLC

CONSENT OF PARENT, GUARDIAN, OR RESPONSIBLE ADULT AND ACKNOWLEDGEMENT OF RISK AND RESPONSIBILITY FORM FOR CHILDREN UNDER THE AGE OF 18

As the parent or legal guardian of the child named below, I hereby give my full consent and approval for my child to use the sauna equipment from UP NORTH SAUNA LLC, as stated below:

1. **PARENTAL RELEASE OF LIABILITY** – In consideration of the minor child being permitted to utilize UP NORTH SAUNA's services, amenities, equipment, activities and/or programs I accept and agree to the full contents of this Release. I understand that there are certain inherent risks of injury and potentially dangerous results that may occur in the use of sauna equipment; I agree that I am willing to assume these risks on behalf of my child. I hereby certify that my child is fully capable of participating in the use of the sauna equipment from UP NORTH SAUNA LLC, and that my child is healthy and has no physical or mental disabilities or infirmities that would restrict full participation in the use of a sauna.

2. **PARENTAL INDEMNIFICATION** – I agree to release, indemnify, defend and hold UP NORTH harmless from all liabilities and future claims presented by my children or any other minor children and/or their parents, whose visit to UP NORTH SAUNA’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 UP NORTH SAUNA.

3. **PARENTAL REPRESENTATION OF AUTHORITY** – I agree that I am authorized to sign this Release on behalf of the child by all of 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 UP NORTH SAUNA.

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 UP NORTH SAUNA’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 SPA FLEET.

Name of Child: _____

Name of Parent or Legal Guardian: _____

Signature of Parent/Legal Guardian: _____

Date: _____

Address: _____

Phone Number: _____