

FRESH COAST SAUNA RENTALS 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 twenty (20) 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.

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

In consideration of being permitted access to FRESH COAST SAUNA RENTALS LLC (hereinafter "FRESH COAST SAUNA") equipment, programs, amenities and services pursuant to the FRESH COAST SAUNA 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 FRESH COAST SAUNA's equipment, including, but not limited to, utilizing equipment which may malfunction or break, participating in any exercise or fitness activity, patronizing or using FRESH COAST SAUNA's services, facilities and/or amenities, participating in programs or activities, and using or being present in and/or around any FRESH COAST 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 landing, all seating, parking area, sidewalk or any equipment inside or outside of FRESH COAST 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 FRESH COAST SAUNA's equipment, utilizing equipment which may malfunction or break, participating in any exercise or fitness activity, patronizing or using FRESH COAST SAUNA services, facilities and/or amenities, participating in programs or activities, using or being present inside and outside of any FRESH COAST 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 FRESH COAST SAUNA equipment, my participation in any activity, class, program or instruction, and negligence on the part of FRESH COAST SAUNA, its owners, 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 FRESH COAST SAUNA's 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 FRESH COAST 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 FRESH COAST SAUNA FOR ITS NEGLIGENCE.
2. **INDEMNIFICATION** – I agree that I will indemnify, defend and hold FRESH COAST 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 FRESH COAST SAUNA arising from my conduct and/or my third parties’ conduct while inside or outside of FRESH COAST 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 FRESH COAST 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 FRESH COAST SAUNA’s “USER MANUAL” posted in hard copy inside the bin on the trailer, and with the policies of FRESH COAST SAUNA’s Agreement. I acknowledge that FRESH COAST SAUNA’s policies are subject to change at the sole discretion of FRESH COAST 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 additional guests or third parties invited by RENTER, 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 FRESH COAST 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 FRESH COAST SAUNA doing business within the state of Wisconsin shall be brought only in the Courts of Green Bay, 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.

Waiver and Release of Liability (“Release”)

Assumption Of Risk - Indemnification Agreement

Guest or Renter Personal Information:

Name of RENTER or GUEST : (Printed): _____

Signature of RENTER or GUEST: _____

Date: _____

Email: _____

Address: _____

Phone Number: _____