

STELLA BLUE SAUNA CO., LLC

61 Charlotte Street, Burlington, Vermont 05401 | (978) 696-1574

INFORMED CONSENT AND WAIVER LIABILITY

PLEASE READ CAREFULLY AND SIGN PRIOR TO YOUR SAUNA RENTAL.

ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

I have been provided the opportunity to participate in the service offerings (the "Offerings") and hereby voluntarily agree all the terms and conditions set forth in this agreement (this "Release").

1. AGREEMENT TO FOLLOW DIRECTIONS.

I understand it is my responsibility to familiarize myself with the instructions provided by the Company relating to the use and operation of the sauna and sauna trailer Offerings. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Stella Blue Sauna Co., or the employees, representatives, or agents of Stella Blue Sauna Co.

2. ASSUMPTION OF RISK AND RELEASE.

I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Stella Blue Sauna Co. for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Stella Blue Sauna Co., whether caused by the fault of myself, my family, Stella Blue Sauna Co. or other third parties.

My participation in the Sauna involves known and unknown risks, dangers, and hazards that may cause death, personal injury, damage to personal property and loss of personal property. The risks and consequences I am acknowledging include, but are not limited to:

- Slippery surfaces caused by water, ice, snow, or other substances;
- Exposure to cold temperatures;
- Exposure to hot temperatures;
- Exposure to hot equipment, including risk of burn;
- Increased internal body temperature;
- Collisions or contact with other persons and objects inside or outside of the Sauna;
- Exposure to airborne illnesses or transmittable diseases;
- Defects or weaknesses in the design, construction, repair, or modification of the Sauna;
- Visible and invisible natural or man-made hazards in or around the Sauna;
- Other foreseeable and unforeseeable risks that contribute to the unpredictability of my participation in the Sauna.

I understand that I should not use the sauna Offerings if I have any underlying health issues including but not limited to high blood pressure, diabetes, heart failure, abnormal heart rhythm, unstable angina, or if I am pregnant or planning to become pregnant and agree that it is my responsibility to consult a physician before sauna use.

I confirm that I: (a) do not have any medical or other conditions that would impair my ability to participate in the Offerings; and (b) am not experiencing symptoms of Covid-19 (such as cough, shortness of breath, sore throat, congestion, headache, muscle or body aches, chills, or fever/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. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Offerings and Covid-19 while participating in the Offerings, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings and safety equipment. I will also follow all instructions, recommendations, and cautions of the Company at all times during the Offerings. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the Offerings, or I begin experiencing symptoms of Covid-19, I will immediately discontinue further participation in the Offerings. I acknowledge that the Company is relying on these statements to allow me to participate in the Offerings.

I further understand that Stella Blue Sauna Co. services are not a substitute for medical examination, diagnosis, and treatment and that I should see a physician or other qualified health specialist for any mental or physical ailment of which I am aware.

Notwithstanding these risks, I acknowledge that I am voluntarily participating in the offerings with knowledge of the dangers involved. I hereby agree to accept and assume all risks of illness, personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss arising therefrom, whether caused by the ordinary negligence of the company or otherwise.

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 Company or any of its members, officers, and agents (herein referred to as the "Releasees") on account of personal or psychological injury, illness, pain, suffering, temporary or permanent disability, death, property damage, or financial loss arising out of or attributable to my participating in the Offerings, 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 Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

3. INDEMNIFICATION.

I agree to indemnify and defend Stella Blue Sauna Co. 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 my or my family's use or presence upon the facilities of Stella Blue Sauna Co.

4. ENFORCEABILITY.

This Release constitutes the sole and entire agreement between the Company 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 Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns.

5. NO DURESS.

I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Stella Blue Sauna Co. has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

6. DISPUTE RESOLUTION.

All matters arising out of or relating to this Release shall be governed by and construed in accordance with the laws of Vermont.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Date: _____

Signed: _____

Printed Name: _____

If applicable, I am the parent or legal guardian of the minor named above. I have the legal right to consent and, by signing below, I hereby consent and agree to the terms and conditions of this Release of Liability.

Date: _____

Signed: _____

Printed Name of Parent or Legal Guardian: _____