

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.

1. INTRODUCTION

For and in consideration of the right to participate in the use of a portable sauna (the "Sauna"), which is owned by Norra Dalen Nordic Sauna, LLC, a Colorado limited liability company ("NDNS, LLC"), including its members, managers, employees, agents, successors and assigns (collectively, the "Releasees"), I, the undersigned party, on behalf of myself and/or on behalf of my minor child(ren), hereby expressly agree to assume any and all risks of injury, including risk of serious injury or death related to my use of the Sauna.

I further agree to forever release the Releasees from any and all liability, and to forever waive any and all claims, causes of action, charges, damages, and demands of any kind whatsoever against any of the Releasees in connection with any injury I sustain as a result of my use of the Sauna.

I freely and voluntarily agree as follows:

2. ACKNOWLEDGEMENT OF RISKS

My use of the Sauna involves known and unknown risks, dangers, and hazards that may cause illness, injury, serious injury, death, damage or loss of real or personal property, or other harm to myself or others.

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, burns;
- Increased internal body temperature;
- Collisions or contact with other persons and objects inside or outside of the Sauna;
- Risks related to my health;
- 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;
- Damage to real property or personal property; and
- Other foreseeable and unforeseeable risks that contribute to the unpredictability of my participation in the Sauna.

I understand that the above list of risks is not complete or exhaustive, and that those and other risks, known or unknown, anticipated or unanticipated, may also result in illness, injury, serious injury, death, damage or loss of real or personal property, or other harm to myself or others.

3. REPRESENTATION OF FITNESS

I am physically and mentally fit to participate in my use of the Sauna. I do not have any medical condition, such as anhidrosis, that interferes with my ability to sweat. I am not pregnant and am not subjecting a fetus to excessive body temperatures that may cause fetal damage during pregnancy. I am not taking or under the influence of any drugs, alcohol, medication, or other substance affecting my mental or physical state.

4. ASSUMPTION OF RESPONSIBILITY

I am responsible for my own safety and my own real and personal property. I cannot and will not rely on anyone other than myself to keep me or my personal property safe before, during, or after participating in the Sauna. My participation in using the Sauna is voluntary and I can refuse to participate or quit participating in my use of the Sauna at any time for any reason.

5. ASSUMPTION OF RISK

I freely accept and fully assume all risk and responsibility for any and all illnesses, injuries, serious injuries, death, damage or loss of real or personal property, or other harm that I sustain in connection with my participation in using the Sauna.

6. WAIVER AND RELEASE FROM LIABILITY; COVENANT NOT TO SUE

I, for myself and for my personal representatives, executors, administrators, heirs or next of kin, forever waive, release, discharge, agree to hold harmless, and covenant not to sue the Releasees from any and all liability for any illness, injury, serious injury, death, damage to personal property, loss of personal property, costs, expenses, attorney's fees, actions, causes of action, suits, obligations, judgments and claims of any nature that I sustain in connection with my participation in using the Sauna.

7. INDEMNIFICATION

I indemnify and agree to defend and hold the Releasees from any and all liability for any illness, injury, serious injury, death, damage to real or personal property, loss of real or personal property, costs, expenses, attorney's fees, actions, causes of action, suits, obligations, judgments and claims of any nature that I sustain in connection with my participation in using the Sauna.

8. AUTHORIZATION

Without creating any obligation, I authorize any medical treatment deemed necessary in the event of any injury or illness I sustain while participating in using the Sauna. I either have appropriate insurance, or in the absence of insurance coverage, I agree to pay all costs of medical treatment provided to me.

9. RIGHT OF PUBLICITY

I authorize and consent to the use of my name, image, or likeness for commercial purposes in connection with the promotion and marketing of NDNS, LLC.

10. BINDS HEIRS

It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive, and my estate, heirs, assigns and personal representatives, if I am deceased. If I am signing on behalf of my minor child(ren), it is my express intent that this agreement shall bind the members of my child(ren)'s family, estate, heirs, assigns, and personal representatives.

11. CHOICE OF LAW

This agreement is governed by the laws of the State of Colorado. Any claim arising from this agreement or my participation in the Sauna must be brought in the state courts of Colorado in Gunnison County.

12. SEVERABILITY

If any provision of this agreement is held invalid, such provision will be severed from this agreement, but the remaining provisions of this agreement will remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

I HAVE CAREFULLY READ THIS WAIVER AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM GIVING UP CERTAIN VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OTHERS FOR CERTAIN CLAIMS.

Signed: _____ Dated:

Printed Name: _____ Phone/Email:

Emergency Contact Information

Name:

_____ Relationship: _____

Phone: _____

If the participant is under 18 years of age, the parent or legal guardian must also sign:
I am the parent or guardian of the minor child named above and have the legal authority to execute the above agreement on his or her behalf. I hereby give my full consent and approval for my child to participate in using the Sauna. I have read the above agreement and I intend for it to completely bind me and my minor child. I hereby fully enter into and execute the above agreement on my own behalf and on behalf of my minor child.

Guardian/parent signature: _____ Dated:

_____ Printed Name of Child(ren):
