



SAUNA
STALLION SPRINGS, CALIFORNIA

WAIVER AND RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, _____, a person being over the age of eighteen, as a participant or a parent or legal guardian of _____, a minor child participant, on my own behalf or on my minor child's behalf hereby enter this RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (hereinafter, the "Release") with M RANCH SAUNA, NEW GLOBAL ADVENTURES, LLC, its parent, all subsidiaries, related and affiliated entities including, but not limited to, M RANCH SAUNA, NEW GLOBAL ADVENTURES, LLC., and all their officers, directors, members, partners, shareholders, employees, volunteers, agents, associations, insurers, facility, venue and property owners or operators upon which the Service takes place; law enforcement agencies and other public entities providing support for the Service; successors and assigns (Individually and Collectively, the "Released Parties"), in connection with my and/or my child's attendance at and participation in the M Ranch Sauna services in Stallion Springs, and all activities preceding and following such services (collectively, the "Services").

I fully understand that the Service involves known and unknown risks associated with participation in sauna, steam room, heat room, spa, massage, showering, the Services can be inherently dangerous and represents a test of a person's physical and mental limits with heat, health risks associated with such activity, physical trauma, overheating, scalding, strains, bruises, and other conditions, any of which could cause serious bodily injury, including cardiac injuries and heart attacks, permanent disability, paralysis and death; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; inadequate safety measured; situations beyond the immediate control of the Released Parties; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). By my or my child's own actions or inactions or the actions or inactions of others participating in the Service, the conditions in which the Service takes place, or the negligence of the Released Parties, whether passive or active; and that there may be other risks either not known to me or not readily foreseeable at this time. I am voluntarily allowing myself or my child to participate in the Service, despite the known and unknown risks presented by my or my child's attendance at and participation in the Service.

I fully understand that I should consult with a physician before participating in the Service or before my child participates in the Service. I know my or my child's capabilities and limitations and I or my child will not attempt to exceed those capabilities in attending and participating in the Service.

THEREFORE, in consideration of me or my child being permitted to attend and participate in the Service, I expressly and freely agree:

1. To ASSUME ALL RISK of serious personal injury, including death, and/or damage to or loss of real or personal property and to assume all responsibility for losses, costs and damages I or my child may incur, where such risks or losses arise from or are in any way connected with my or my child's attendance at, preparation for or participation in the Service.
2. To RELEASE, WAIVE and FOREVER DISCHARGE any and all claims, liabilities, loss, demands, damages, costs, expenses, lawsuits, causes of action and judgments that I or my child now or hereafter may have or claim to have against the Released Parties resulting from, arising out of or in any way connected with my or my child's attendance at, preparation for or participation in the Service or any related Services, including but not limited to, any claims or damages for personal injuries, including death, and/or damage to or loss of real or personal property, whether caused in whole or in part by the NEGLIGENCE AND/OR FAULT of the Released Parties, whether passive or active (excluding gross negligence or intentional torts) or any entity or person(s) performing any function with respect to the Service.
3. To INDEMNIFY, DEFEND, and HOLD HARMLESS the Released Parties, from any and all claims, liabilities, loss, demands, damages, costs, expenses (including attorneys' fees), lawsuits, causes of action and judgments for personal injuries, including death, and damage to or loss of real or personal property, whether foreseen or unforeseen, present or future, known or unknown, resulting from, arising out of or in any way connected with my or my child's attendance at, preparation for or participation in the Service, whether caused in whole or in part by the NEGLIGENCE AND/OR FAULT of the Released Parties, whether passive or active (excluding gross negligence or intentional torts) or any entity or person(s) performing any function with respect to the Service. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.
4. That I am or my child is in good health and there are no physical conditions that would or should prevent me or my child from attending, preparing for or participating in the Service.
5. I hereby expressly waive any and all rights I or my child may have under Section 1542 of the Civil Code of the State of California, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."
6. That this Release is intended to be as broad and inclusive as permitted by law, and that if any term or provision of this Release shall to any extent be held invalid or unenforceable, the remaining terms of the Release shall not be affected thereby, but shall be valid and enforceable to the fullest extent permitted by law. The invalid provision shall automatically be replaced by a substitute provision which is valid and as nearly as possible maintains the same economic purposes and intention of the valid provision. This Release shall be interpreted in accordance with the laws of the State of California. I agree that any dispute regarding the enforceability of this Release shall be filed in the courts of the State of California, and shall not be transferred to any other state.
7. That the terms and conditions contained in this Release shall be binding upon me or my child and my or my child's family members, legal representatives, executors, heirs, next of kin, successors, beneficiaries and assigns.
8. That I am eighteen years of age or older and have the authority to contract in my own name. To the extent I am signing this on behalf of my child, a minor, I represent that I have the legal capacity to enter into this Release on his or her behalf.
9. I understand that in the case of an Act of God or in the case of force majeure, the Service may be canceled. I understand that Released Parties reserves the right to add, modify, replace or cancel Services at any time, the Released Parties reserves the right to make changes and amendments to the rules and regulations at any time. In the Service that changes are made, management will communicate to participants with any updates so that they may make the appropriate adjustments to their preparations for the Service.
10. I acknowledge the contagious nature of COVID-19 and other communicable diseases and voluntarily assume the risk that I may be exposed to or infected by COVID-19 and/or other communicable diseases by participating in the service. I acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 in connection with my participation in this service and personally assume this risk.

I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE AND ACCEPT AND AGREE TO ITS TERMS AND SIGN IT VOLUNTARILY

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ PHONE: _____

IF CLIENT IS UNDER 18 YEARS OF AGE, SIGNATURE OF PARENT/LEGAL GUARDIAN IS REQUIRED BELOW

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ PHONE: _____