



BUSINESS POLICIES

SAUNA, COLD PLUNGE, RED LIGHT HERAPY

For Use of Sauna, Cold Plunge, Red Light Therapy Services

Business Name: Sauna Stretch Refresh

Address: 11336 W State Rd 84, Davie, FL, 33325 (Suite 38)

DESCRIPTION OF SERVICES

By signing this agreement, I voluntarily choose to use the facilities and services provided by the above named business, including but not limited to: Sauna, Cold Plunge, Red light therapy.

ACKNOWLEDGEMENT OF RISKS

I acknowledge and understand that participation in these services involves inherent risks including but not limited to:

Sauna: Risk of overheating, dehydration, increased blood pressure, dizziness, loss of consciousness.

Cold plunge: Risk of cold shock, cardiovascular strain, muscle cramps, numbness, and hypothermia.

Red light therapy: Risk of skin irritation, light sensitivity, minor burns, or adverse reactions.

I further acknowledge that the surface in the facility maybe slippery and that use of facility may increase the risk of physical injury due to slips and falls.

DECLARATION OF HEALTH

By signing this agreement, I represent and warrant that:

I am physically and mentally capable of participating in the above listed services.

I have not been advised by a physician to avoid such activities.

I do not suffer from any medical condition that would increase the risk of injury, including but not limited to heart disease, circulatory problems, high or low blood pressure, epilepsy,





photosensitivity, or pregnancy, or I have disclosed such condition to staff and assume full responsibility.

WAIVER AND RELEASE OF LIABILITY - INCLUDING NEGLIGENCE

In consideration of being permitted to use these services, I hereby voluntarily and knowingly agree to:

Waive, release and discharge the business, its offices, employees, contractors, agents, affiliates, and successors from any and all claims, demands, or causes of action arising out of or related to any injury, loss, or damage that I may suffer as a result of participation in these services, including those arising from the ordinary negligence of the business or the staff.

EXCLUSIONS FROM THIS WAIVER

This waiver does not apply to claims arising from: Gross negligence. Intentional misconduct. Violations Of Florida Statutes or applicable safety regulations.

I understand that under Florida law, an exculpatory clause must be clear and unambiguous, and I affirm that this waiver is written in plain and understandable language in accordance with Florida legal standards.

INFORMED CONSENT

I acknowledge that I have had an opportunity to:

Ask questions about the services and associated risks. Received answers that are satisfactory. Read this agreement carefully and voluntarily give informed consent to receive services.

I understand that I may stop any treatment at any time and that I am free to refuse any services.

INDEMNIFICATION

I agree to indemnify and hold harmless the business and its affiliates from any claims and demands, damages, or legal fees arising out of or related to my participation, except to the extent caused by gross negligence or willful misconduct of the business.





GOVERNING LAW AND SEVERABILITY

This agreement shall be governed by and constructed in accordance with the laws of the State of Florida. Any disputes shall be brought in the courts located in the county where the business operates. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

BINDING AGREEMENT

I understand that this document is a binding legal contract and that by signing it, I may be waiving certain legal rights, including the right to sue damages in case of injury caused by ordinary negligence. I affirm that I am signing this agreement voluntarily and under no duress or coercion.

Signature..... Date.....

ASSISTED STRETCHING

I acknowledge that Sauna Stretch Refresh is a facility that conducts hands on, assisted stretching techniques. I hereby consent Sauna Stretch Refresh’s personnel providing me with hands on assisted stretching. I agree that I have been adequately explained the techniques that are going to be used in the assisted stretching that will be performed upon me as a result of the assisted stretching and, given same, I have agreed to move forward with the stretching activities and any and all additional activities with Sauna Stretch Refresh.

I acknowledge that this waiver is meant to protect the owner, operator and location (individually, jointly and collectively), as more specifically set forth herein , from any and all claims, demands, causes of action of whatever kind of nature, arising out of all known and unknown, foreseen and unforeseen acts, injuries, or damages, by any and all persons taking part in any and all activities/stretching being conducted by Sauna Stretch Refresh.

I, the undersigned participant, by signing my signature as set forth bellow, do hereby acknowledge that the activities and stretching in which I intend to engage and have engaged with Sauna Stretch Refresh involve an element of inherent risk of injury to myself. I acknowledge that the stretching that may occur to me may be a test of my physical limits and carries with it potential for the body injury, strains sprains, muscle pulls, bruises, contusions. etc.. I hereby assume all of the risks of participating in the activities and stretching being





offered and performed by Sauna Stretch Refresh, said risks being known or/and unknown to me.

I certify that I am physically fit, have sufficiently trained and prepared for participation in the stretching activities and have not been advised otherwise by a qualified medical professional. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during my activities with Sauna Stretch Refresh. I understand that all medical and/or emergency evacuations, administration, heirs, next of kin, successors, and assigns to take the following actions:

A) Waive, release and discharge from any and all liability for my death, disability, personal injury, property theft or actions of any kind (including negligence) which may hereafter accrue to me during any event/ activities contemplated hereinto following entities or person: Sauna Stretch Refresh, and each and all of their agents, employees, owners, officers, members affiliates, etc.

B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any action I undertake with Sauna Stretch Refresh (including but not limited to stretching).

C) To not sue Sauna Stretch Refresh for any claims for damages or injuries arising or growing out of my participation in any activities with Sauna Stretch Refresh.

I acknowledge that this Accident waiver and Release of Liability form will govern my actions and responsibilities at said events. I understand that it shall be constructed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I hereby certify that I have read this Accident Waiver and Release of Liability and I understand its content. It is further understood and agreed that this is waiver, release and assumption of risk is to be binding on my heirs and assigns.

Signature..... Date.....

