



## Waiver and Release of Liability for Sunlighten™ Sauna Use

I, \_\_\_\_\_, hereby accept all risks associated with my voluntary use of a Sunlighten™ Sauna at Rockin' Fitness and release and forever discharge Rockin' Fitness, its employees and staff, the New Rockford Area Betterment Corporation and its staff and board members, and any other officers, agents or volunteers of Rockin' Fitness ("RELEASEES") from any and all responsibilities or liability from injuries or damages resulting from or connected with my use of the sauna whether arising from the negligence of the RELEASEES or otherwise.

1. I acknowledge and accept the risks inherent in the use of the Sunlighten™ Sauna. Other possible risks may include social and economic losses which might result not only from the RELEASEES own actions, inactions, or negligence, but the actions, inactions, or negligence of others, the condition of the premises or any equipment. Further, that there may be other risks not known or not reasonably foreseeable at this time. I hereby assume full responsibility for all the foregoing risks, known and unknown, and accept responsibility for the damages following any injury, permanent disability, or death.
2. I further acknowledge and understand that Rockin' Fitness, its personal trainers and other employees are not medical doctors or physicians and that any information or guidelines provided by Rockin' Fitness, its personal trainers or other employees carries no warranty of any kind, expressed or implied, including, but not limited to, warranties regarding safety or suitability for a particular purpose. I understand that the above stated entities are not attempting to portray or conduct the activities of a medical doctor.
3. I understand that a physician's approval is required for certain sauna users and have obtained and provided a signed approval from my physician if I meet one or more of the following criteria: **history of stroke, heart attack, multiple sclerosis, circulatory system problems, or diabetes. Sauna use is NOT recommended for anyone who is 1) pregnant, or 2) has a pacemaker.** It is also highly recommended that any individual **taking any medications** consult a physician prior to use of the sauna.
4. I have read this document in its entirety and agree to adhere to all its precepts, as well as all other terms and conditions for use of the Rockin' Fitness Sunlighten™ Sauna. I understand the risks and benefits of the program and any questions that I may have had have been answered to my satisfaction.

Upon participation, I do hereby discharge, release and hold harmless Rockin' Fitness and its employees, the New Rockford Area Betterment Corporation and its staff and board members, and any other officers, agents or volunteers of Rockin' Fitness from any and all liability for damage claims or losses of any kind or character whatsoever resulting from any injury or condition I may suffer, or resulting from my participation except if such damage(s) or injury(s) is primarily the direct result of gross negligence or misconduct of the RELEASEES and not caused in part by my own negligence.

Participant Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Parent/Guardian Signature (if under 18): \_\_\_\_\_



## Terms of Service for Sunlighten™ Sauna Use

### Sauna users agree to each and all of the following terms:

1. Users must be current Rockin' Fitness members, or purchase the necessary day or week passes to utilize the facility during sauna sessions.
2. Users must hold one of the following valid and current forms of payment: unlimited monthly sauna pass, sauna minute block, single session pass, add-a-friend user fee, gift certificate.
3. Rockin' Fitness reserves the right to deny services to participants who may not be able to use the sauna safely. A user may be required to consult a physician and/or provide medical clearance documentation before using sauna.
4. The use of drugs or alcohol prior to or during the sauna session is not permitted for your safety.
5. All users will wear clothing at all times in the sauna, a minimum of a bathing suit.
6. All users will place a clean towel on any surface they will sit or lie down on, as well as a towel on the floor of the sauna. It is recommended to bring towels for your own use.
7. All users will wipe down interior sauna surfaces with a towel after session is completed.
8. All users will hydrate properly before and after sauna session. A filtered drinking fountain is located just outside the door to the sauna.
9. All users will sign the register for each session.
10. Sauna users between the ages of 13 and 17 must have a supervising adult. Children under 13 are not allowed to use the sauna.
11. No more than three individuals may use the sauna at one time. Each user must sign a Waiver and Terms of Service, and provide a form of payment as stated in item 2.
12. Sauna sessions are limited to a maximum of 45 minutes, no exceptions. Each individual is limited to one session per day, regardless of session length, no exceptions.
13. Sauna sessions are first-come first-serve. Rockin' Fitness will not take reservations for time slots. A list will be posted next to the door for users to establish a "next in line" order.
14. Rockin' Fitness staff may enter sauna room during any session at any time to check on sauna users, for their own safety. Staff will knock before entering but may not be impeded from entering.
15. If a sauna user feels dizzy, lightheaded, nauseated, overheated, or otherwise unwell, they should immediately discontinue use and advise Rockin' Fitness staff. In a medical emergency, call 911.
16. Rockin' Fitness reserves the right to cease or deny services to users for reasons including but not limited to breaking any of the above listed terms of service.

Participant Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Parent/Guardian Signature (if under 18): \_\_\_\_\_