



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, EMERGENCY MEDICAL AUTHORIZATION, AND MEDIA RELEASE

Business Name: Nordic Bliss

Address: 680 Kamran Dr. Christiansburg, VA 24073

Activity: Use of Mobile/Rental Sauna and Cold Plunge

Date of Agreement: _____

NOTICE: THIS IS A LEGALLY BINDING DOCUMENT. PLEASE READ CAREFULLY BEFORE SIGNING. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU UNDERSTAND THE RISKS ASSOCIATED WITH THE ACTIVITY AND AGREE TO THE TERMS SET FORTH BELOW TO THE GREATEST EXTENT PERMITTED BY VIRGINIA LAW. YOU HAVE THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING.

1. THE PARTIES

This Release and Waiver of Liability, Assumption of Risk, Emergency Medical Authorization, and Media Release ("Agreement") is made by and between:

• Releasor: _____, with a mailing address of

("Participant"), and

• Releasee: Nordic Bliss, its owners, employees, agents, affiliates, successors, and assigns, located at 680 Kamran St. Christiansburg, VA 24073 ("Business").

2. DESCRIPTION OF ACTIVITY

The Participant agrees to participate in the use of a mobile or rental sauna and/or cold plunge provided by the Business ("Activity"). The Activity includes, but is not limited to, the use of sauna equipment (heated to high temperatures) and cold plunge tubs (containing cold water and/or ice), which may be located at various locations as determined by the Business.

3. HEALTH WARNINGS AND RESTRICTIONS

The Participant acknowledges the following health risks and restrictions associated with the Activity, which may result in serious injury, disability, or death:

• **Sauna Risks:** Exposure to high temperatures may cause dehydration, heat exhaustion, heat stroke, burns, fainting, or cardiovascular complications. Prolonged exposure can exacerbate pre-existing medical conditions.

- Cold Plunge Risks: Immersion in cold water may cause hypothermia, cold shock, respiratory distress, cardiac complications, or muscle cramps. Sudden temperature changes may pose risks to individuals with certain medical conditions. There is also risk of drowning.
- General Risks: Slips, falls, or injuries due to wet surfaces, equipment malfunction, or improper use of facilities. Since sauna is on a trailer, there is a risk of injury from trailer tipping or rolling.
- Health Restrictions: The Activity is not suitable for individuals with the following conditions, unless expressly approved by a licensed medical professional:
 - Heart disease, high or low blood pressure, or cardiovascular conditions.
 - Respiratory conditions, such as asthma or chronic obstructive pulmonary disease (COPD).
 - Pregnancy.
 - Recent surgery, open wounds, or infections.
 - Neurological conditions, such as epilepsy or seizures.
 - Any condition exacerbated by extreme heat or cold.
- Participant Confirmation: By signing this Agreement, the Participant confirms they are in good health and have no medical conditions that would prevent safe participation in the Activity. The Participant agrees to consult a physician prior to participation if they have any concerns about their health or fitness for the Activity.
- Duty to Disclose: The Participant agrees to disclose any relevant medical conditions to the Business prior to participating in the Activity.

4. ASSUMPTION OF RISK

The Participant acknowledges and understands that the Activity involves inherent risks, including but not limited to those listed above, as well as risks of property damage, personal injury, or death, whether caused by the Participant's actions, the Business's equipment, or environmental conditions. The Participant voluntarily assumes all risks associated with the Activity, including those caused by ordinary negligence of the Business, to the extent permitted by Virginia law.

5. RELEASE AND WAIVER OF LIABILITY

To the fullest extent permitted by Virginia law, the Participant releases, waives, discharges, and agrees not to sue the Business, its owners, employees, agents, affiliates, successors, or assigns ("Released Parties") from any and all claims, demands, damages, actions, or causes of action arising out of or related to:

- Property Damage: Any loss, theft, or damage to personal property brought to or used during the Activity.
- Other Claims: Any non-personal injury claims, to the extent enforceable under Virginia law. The Participant understands that Virginia law generally prohibits waivers of liability for personal injury caused by future acts of negligence. However, this Agreement serves to document the Participant's acknowledgment of risks and voluntary participation.

6. PERSONAL PROPERTY

The Participant acknowledges that they are solely responsible for any personal property brought to the Activity. The Business is not responsible for any loss, theft, or damage to personal

property, including but not limited to clothing, electronics, jewelry, or vehicles. The Participant agrees to secure their belongings and assumes all risks related to personal property.

7. EMERGENCY MEDICAL AUTHORIZATION

In the event of a medical emergency, the Participant authorizes the Business to seek and obtain emergency medical treatment on their behalf, including but not limited to contacting emergency services or transporting the Participant to a medical facility. The Participant agrees to assume all costs associated with such emergency medical treatment.

Emergency Contact: Name: _____

Phone Number: _____

8. MINORS

If the Participant is a minor (under 18 years of age), this Agreement must be signed by the minor's parent or legal guardian. The parent or legal guardian must be present during minor's use of equipment and acknowledges:

- They have read and understood the risks associated with the Activity.
- They consent to the minor's participation in the Activity and assume all risks on behalf of the minor.
- They authorize emergency medical treatment for the minor, as described in Section 7.
- Virginia law may limit the enforceability of waivers signed on behalf of minors, but this Agreement serves to document the parent or guardian's consent and assumption of risk.
- Minor's Name: _____
- Parent/Guardian Name: _____
- Relationship to Minor: _____

9. MEDIA RELEASE

The Participant grants the Business permission to use their likeness, image, voice, or appearance in photographs, videos, or other media captured during the Activity for promotional, marketing, or other business purposes. The Participant waives any right to compensation or approval for such use and releases the Business from any liability related to the use of such media, to the extent permitted by law.

10. COMPLIANCE WITH RULES AND SAFETY GUIDELINES

The Participant agrees to follow all rules, instructions, and safety guidelines provided by the Business, including but not limited to:

- Proper use of sauna and cold plunge equipment.
 - Adhering to time limits for sauna and cold plunge sessions.
 - Refraining from using sauna and/or cold plunge under the influence of alcohol, drugs, or medications that may impair judgment or physical ability.
 - Reporting any equipment malfunctions or safety concerns to the Business immediately.
- Failure to comply with these rules may result in removal from the Activity without refund.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any disputes arising under this Agreement shall be resolved in a court of competent jurisdiction in Montgomery County, Virginia.

12. SEVERABILITY

If any provision of this Agreement is found to be unenforceable or invalid under Virginia law, the remaining provisions shall remain in full force and effect.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Participant and the Business with respect to the Activity and supersedes all prior agreements or understandings, whether written or oral.

14. ACKNOWLEDGMENT

By signing below, the Participant acknowledges that they have read and understood this Agreement, have had the opportunity to seek independent legal advice, and voluntarily agree to its terms to the fullest extent permitted by Virginia law. The Participant understands that participation in the Activity is voluntary and that they may refuse to sign this Agreement, but doing so may prevent participation in the Activity.

Participant Signature: _____

Printed Name: _____

Date: _____

Parent/Guardian Signature (if Participant is a Minor): _____

Printed Name: _____

Date: _____

Business Representative Signature: _____

Printed Name: _____

Date: _____