

BLACK SWAN SAUNA WAIVER & USAGE CONDITIONS

ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS PLEASE READ CAREFULLY BEFORE BOOKING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. I have been provided the opportunity to participate in Black Swan Sauna (the "Sauna"), cold plunge, lake dip and hereby voluntarily agree as follows:

GENERAL & SAFE SAUNA USAGE

- Remove jewellery if possible before entering the sauna as some metals can get very hot. Leave any valuables at home or in your car. Please be aware that we do not accept responsibility for lost or damaged items.
- Only pour water on the stones from the bucket and ladle provided starting from the furthest point away from you at the back of the stove and bringing the ladle forward so that your arm is never in contact with the steam. Please do not add oils or anything else to the water. Use caution when pouring on the stones as hot steam will rise and could burn your arm.
- Stay hydrated before, during and after sauna use.
- Take care when moving in or outside the sauna - be aware of wet or uneven surfaces. If you wish to walk outside with no shoes on to promote grounding, be mindful of sharp objects.
- Always shower before and after entering the lake. During the summer months, lakes can have an ecology condition known as duck itch which, in some people, can cause a skin rash, this doesn't affect everyone and can be avoidable if a shower is taken after a dip. As a refreshing alternative, we always guarantee access to our cold shower facility for a safe and invigorating cool-down.
- Participation in the Sauna is voluntary and you can refuse to participate or quit participating in the Sauna at any time for any reason.

WHAT TO BRING

- Walking boots/activity trainers as the walk to the sauna is on open grass countryside.
- Flip flops or Crocs to slip on easily as you come out the sauna, use the shower or lake/plunge pool. Water shoes are popular if you'd like to dip in the lake as you can touch the bottom in some areas.
- Swimwear - we recommend arriving with your swimwear worn underneath your clothes for a quick change into sauna attire.
- 2 towels - one to sit on and one to dry off with.
- Drinking water with a reusable water bottle.
- A changing robe (dry robe) - optional.
- Extra layers of clothing to ensure warmth and comfort after your sauna session during colder spells.

An Emergency Contact Information will be required before the start of your session

ACKNOWLEDGEMENT OF RISKS:

My participation in the sauna involves known and unknown risks, dangers, and hazards that may cause death, personal injury, damage to personal property and loss of personal property. The risks and consequences I am acknowledging include, but are not limited to:

- Slippery surfaces caused by water, ice, snow, in the Sauna.
- Exposure to cold and hot temperatures
- Exposure to hot equipment
- Increased internal body temperature
- Collisions or contact with other persons and objects inside or outside of the Sauna
- 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
- Other foreseeable and unforeseeable risks that contribute to the unpredictability of my participation in the Sauna

REPRESENTATION OF FITNESS:

I am physically and mentally fit to participate in 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 foetus to excessive body temperatures that may cause foetal 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. The Sauna reserves the right to refuse admission to intoxicated persons. Refunds will not be offered to anyone refused admission.

I am not experiencing any symptoms of COVID-19 at the time of use. I have NOT had recent onset of any of the following:

- a new continuous cough
- a high temperature
- a loss of, or change in, your normal sense of taste or smell (anosmia)

ASSUMPTION OF RISK:

I assume all risk and responsibility for death, personal injury, damage to personal property and loss of personal property that I sustain in connection with my participation in the Sauna, except to the extent such damages, injuries, or death results from conduct that constitutes greater than ordinary negligence under UK law.

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 Black Swan Sauna, and their owners, shareholders, members, partners, employees, officers, directors, agents, and other affiliated persons or entities from any and all liability for any death, personal injury, 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 the Sauna, except to the extent such damages, injuries, or death result from conduct that constitutes greater than ordinary negligence under UK law.

INDEMNIFICATION:

I indemnify and agree to hold harmless Black Swan Sauna and their owners, shareholders, members, partners, employees, officers, directors, agents, and other affiliated persons or entities from any and all liability for any death, personal injury, 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 arising from, or in connection with, my participation in the Sauna.

SEVERABILITY:

Pursuant to UK law, nothing in this agreement purports or intends to waive liability for damage, injuries, or death resulting from conduct that constitutes greater than ordinary negligence. 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.

MEDIA CONTENT:

This will be asked again verbally before we go ahead with taking any images/videos as our priority is for you to have an enjoyable and happy experience.

I grant Black Swan Sauna, its representatives and employees the right to take photographs of me and my property in connection with the above identified subject.

I authorize Black Swan Sauna, Glove Factory Studios, its assignees and transferees to copyright, use and publish the same in print and/or electronically. I agree that Black Swan Sauna may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content. I have read and understand the above:

I am aware that by agreeing to this agreement, I am waiving certain valuable rights, including the right to sue others for certain claims.

If a participant is under 16 years of age, the parent or legal guardian will need to sign a printed copy of this agreement. We will ensure to have printed copies on-site but as an extra guarantee, please print this document and bring it with you.

I am the parent or guardian of the minor child named and have the legal authority to execute the above agreement on his/her behalf. I hereby give my full consent and approval for my child to participate in the Sauna. I have read the above agreement and intend it to bind me and my minor child completely. I sign to accept that I take full responsibility for the above-named minor during the Sauna hire use and agree that I MUST remain present at ALL TIME.

Signed:

Dated:

Printed Name: