

**WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING**

**DATED EFFECTIVE:** \_\_\_\_\_, 20\_\_

THE RIVER KILN LLC, a Minnesota limited liability company and Jonathan Grider (collectively, the “**Owner**”), own the Outdoor POD Sauna- Igloo 40 and the surrounding real property (the “**Property**”) located at 1716 Old West Main St. Red Wing, Minnesota 55066, and offers a service by which the Property is used by the public (the “**Services**”). This waiver, release of liability, and assumption of risk agreement (the “**Release**”) should be construed as a waiver of rights of the signor of this document (“**Signor**”), or the minor child who is the subject of this Release as otherwise indicated below, may have in relation to the Owner. In consideration for being allowed to participate in the Services and otherwise utilize the Property provided by the Owner or its subsidiaries, affiliates, joint ventures, contractors and sponsors, Signor agrees as follows:

**1. WAIVER & RELEASE OF LIABILITY:**

- A. On behalf of myself, and my heirs, successors, and assigns, I do hereby waive, release and forever discharge and covenant not to sue the Released Parties from any and all liability, responsibility, claims, and/or damages, including but not limited to those resulting from my injury, disability, death, and damage to my property, arising out of or connected with the Property and/or Services provided by Owner, including claims arising from negligence of the Owner, its representatives, its agents, or other providers of the Property and/or Services. This Release, however, does not apply to any willful or wanton acts of the Released Parties; **OR**
- B. On behalf of my minor child, and his or her heirs, successors, and assigns, I do hereby waive, release and forever discharge and covenant not to sue the Released Parties from any and all liability, responsibility, claims, and/or damages, including but not limited to those resulting from my injury, disability, death, and damage to my property, arising out of or connected with the Property and/or the Services provided by the Owner, including claims arising from negligence of the Owner, its representatives, its agents, or other providers of the Property and/or the Services. This Release, however, does not apply to any intentional, willful, or wanton acts of the Released Parties.
- C. The “**Released Parties**” means the Owner, as defined in the above paragraphs, and his, hers, or its respective owners, members, officers, managers, governors, agents, employees, representatives, volunteers, officials, sponsoring agents, sponsors, advertisers, the owners and lessors of the Property, and his, hers, or its respective insurers, successors and assigns.

**2. ASSUMPTION OF RISK:** On behalf of myself or my minor child, as the case may be, I understand that the use of the Property and my participation in the Services provided by the Owner, may involve an inherent risk of personal injury and/or property damage, including the risk of permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce these risks, the risk of serious injury or death does exist and may be inherent in such activities. Accordingly, I represent and warrant the Property will be safely operated only in accordance with its intended use. ON BEHALF OF MYSELF OR MY MINOR CHILD, AS THE CASE MAY BE, I KNOWINGLY AND FREELY ASSUME ALL RISKS ASSOCIATED WITH THE PROPERTY AND THE SERVICES PROVIDED BY OR ON BEHALF OF THE OWNER, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE OWNER OR OTHER RELEASED PARTIES AND ASSUME FULL RESPONSIBILITY FOR MY USE OF THE PROPERTY AND/OR PARTICIPATION IN THE SERVICES OR THE PARTICIPATION OF MY MINOR CHILD IN THE SERVICES.

**3. DISCLOSURE OF HAZARDS:** I willingly agree to comply with the stated and customary terms and conditions for the provision of the Property and the Services by the Owner. If, however, I observe any unusual significant hazard during my use of the Property or during my presence or participation in the Services I will bring such hazard to the attention to the Owner immediately.

**4. ACKNOWLEDGEMENT:** I am at least 18 years of age or am the legal parent or guardian of the minor child who is the subject of this Release, have read this Release, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it voluntarily without any inducement, pressure, or duress.

**5. INTERPRETATION; SEVERABILITY:** This Release is intended to be as broad and inclusive as permitted by the laws of Minnesota, and if any part of it is held invalid, the rest of it shall continue to be of full legal force and effect.

**6. RIGHT TO RECEIVE PROGRAMS FROM OTHER PROPRIETORS:** ON BEHALF OF MYSELF OR MY MINOR CHILD, AS THE CASE MAY BE, I AGREE THAT THE PROPERTY AND/OR SERVICES BEING PROVIDED BY THE OWNER ARE NOT ESSENTIAL SERVICES, THAT I ACCEPT THE PROPERTY AND/OR SERVICES FREELY FOR PERSONAL PURPOSES, AND THAT SUCH SERVICES, PROPERTY, AND RELATED OPPORTUNITIES ARE READILY AVAILABLE TO THE PUBLIC FROM SOURCES OTHER THAN OWNER.

X \_\_\_\_\_ Birthdate: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Date Signed: \_\_\_\_\_, 20\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

**AND IF SIGNING ON BEHALF OF A MINOR CHILD (UNDER THE AGE OF 18)**

Print Name of Minor: \_\_\_\_\_ Birthdate of Minor: \_\_\_\_\_ Relationship to Minor: \_\_\_\_\_