

USE AGREEMENT, POLICIES, WAIVER AND RELEASE OF LIABILITY

I, (herein after referred to as "Client") desire to use the facilities of Organic Elements Spa (herein after referred to as the "Spa"), located at 832 East Main Street, Suite 3, Medford, OR, 97504, and in consideration for using the Spa and its related services, Client agrees to the following terms and conditions therein:

1.) I acknowledge and affirm that I am in good physical condition, including the absence of any skin conditions that may react to the treatments/facilities provided by Organic Elements Spa, and have consulted with a physician who approves Client's use of the Spa and its related services, including without limitation, the steam room, shower room, sauna, salt room, cold plunge, & whirlpool/hot tub.

2.) I acknowledge that I will be engaging in activities that involve risk of serious injury, including permanent disability and death, in which severe social and economic losses may result not only from my own actions, inactions, or negligence, but from the action, inaction, or negligence of others, the condition of the equipment and/or the facilities (including parking lots), and/or other risks that may not be known to Client at this time.

3.) I further acknowledge that there are potentially dangerous conditions that are present at the Spa, including without limitation, extreme heat, extreme humidity, extreme cold, slippery surfaces and floors, including the presence of water, soap, and oils, heavy equipment, including chemicals from the use of the whirlpool and cold plunge.

4.) I agree that before I use any of the Spa services and/or facilities, that I will thoroughly inspect and examine the facilities and/or equipment to determine whether said facilities and/or equipment are in safe proper working condition. In the event that I determine that anything related to the facility and/or equipment is unsafe, I will immediately advise and inform the Spa of the unsafe condition and I will not utilize the facility and/or the equipment until such conditions are corrected and made safe for use by Client.

5.) Despite being aware of the risks involved for the use of the spa and its related services, client voluntary desires and agrees to use the spa and its related services. Client assumes all foregoing risks and accepts personal responsibility for any damages following such injury, permanent disability, or death.

6.) As further consideration for the privilege to use the Spa and its related services, Client agrees that neither he/she, nor his/her spouse, domestic partner, heirs, assignees, guardians, or legal representatives, will make any claim against the Spa or any of its officers, directors, employees, agents, independent contractors, shareholders, insurance companies, attorneys, affiliates, subcontractors, vendors, landlords, lessors, and/or its successors, in interest for any injury, property loss, and/or damages resulting from Client's presence and use of the Spa and its related services, including use of the parking lot operated by the Spa or its vendors.

7.) Client releases, waives, discharges, and covenants not to sue Spa or any of its officers, directors, employees, agents, independent contractors, shareholders, insurance companies, attorneys, affiliates, subcontractors, vendors, landlords, lessors, and/or its successors interest (collectively, "releases") from demands, lessors, or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise related to the use of the Spa or its vendors.

8.) Client further agrees to indemnify, defend and hold Spa, or any of its officers, directors, employees, agents, independent contractors, shareholders, insurance companies, attorneys, affiliates, subcontractors, vendors, landlords, lessors, and/or its successors in interest harmless from all claims, actions, or demands, whether or not such matters are filed in a court with proper jurisdiction or through arbitration, that may result from my use of the Spa and its related services, including without limitation, claims for bodily injury, emotional injury, sickness, loss of property, and/or other damages.

9.) I acknowledge that the Spa has the right to refuse service and the use of the facilities to any person whose conduct is harassing, offensive, inappropriate, or is an unreasonable disturbance to other clients, guests, vendors, employees, agents, and/or independent contractors, and that any such conduct which shall result in the Client's expulsion and termination of the use of the Spa and its related services, without refund of moneys advanced for such use and services.

I HAVE CAREFULLY READ THE ABOVE USE AGREEMENT, WAIVER AND RELEASE OF LIABILITY, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.

Date: _____

NAME: _____ SIGNATURE: _____