

NOMADIC SAUNA INC.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(the "Release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION IN THE EVENT OF INJURY.

PLEASE READ CAREFULLY

TO: NOMADIC SAUNA INC., and its directors, officers, employees, contractors, agents, volunteers, representatives and assigns (collectively, the "Releasees")

A. ACTIVITIES: In this Release Agreement, "Activities" means all activities, events, services, or equipment provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: use of the sauna and sauna trailer (including stairs, benches, and wood-burning stove area), and any other equipment or amenities (including chairs, firewood, fire extinguishers) provided by the Releasees.

B. ASSUMPTION OF RISKS:

1. I am aware of and acknowledge the risks associated with my participation in the Activities, including without limitation, physical injury, illness (including the contraction of COVID-19), paralysis, death or damage to myself, property or third parties; slips, trips and falls on slippery uneven surfaces such as stairs, sauna flooring and benches; hot and cold weather exposure; using sauna facilities in inclement weather including storms, lightning, and high wind; limited access to and/or delay of medical attention; participants' health condition; exhaustion; dehydration; heat-related illnesses; inability to act safely or within one's ability; negligence or failure of other persons to act safely; equipment failure or malfunction (including malfunction of fire extinguisher); burns from hot steam or hot metal contact, chimney flu exhaust gases, firewood handling and hot coals, incendiary devices/agents such as firestarter sticks/logs, butane lighters/torches; pinch points and crush hazards while loading firewood; overhead hazards including but not limited to door jams, roof eaves, chimney flu, wood storage box.
2. I understand that I should not use sauna if I have any underlying health issues including but not limited to high blood pressure, diabetes, heart failure, abnormal heart rhythm, unstable angina, or if I am pregnant or planning to become pregnant and agree that it is my responsibility to consult a physician before sauna use.
3. I acknowledge it is my responsibility to familiarize myself with the instructions provided by the Releasees relating to the use and operation of the sauna and sauna trailer.
4. I acknowledge **AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS AND HAZARDS**, whether or not described above, known or unknown, inherent or otherwise, associated with my participation in the Activities, including but not limited to personal injury, illness (including the contraction of COVID-19), paralysis, death or damage to myself, property or third parties associated with my participation in the Activities, even if arising from the negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedure, of the Releasees, and any persons associated therewith or otherwise participating in the Activities in any capacity.

C. RELEASE, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of the Releasees allowing me to participate in the Activities, I agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have, or may in the future have, against the Releasees **AND TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my participation in, or my presence in any capacity at, the Activities, due to any cause whatsoever, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, NEGLIGENT REPRESENTATION AND/OR EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING DUTY OF CARE OWED UNDER THE *OCCUPIERS LIABILITY ACT* ON THE PART OF THE RELEASEES. I understand that negligence includes failure on the part of the Releasees to take reasonable steps to safeguard or protect me from the risks and hazards of the Activities.
2. **NOT TO SUE THE RELEASEES** for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly, from my participation in, or my presence in any capacity at, the Activities.

- 3. **TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES**, and each of them, from any expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur resulting from my participation in, or my presence in any capacity at, the Activities.
- 4. This Release Agreement shall be effective and binding on my heirs, next of kin, executors, administrators and assigns.
- 5. This Release Agreement is governed by the laws of British Columbia.

In entering into this Release Agreement I confirm I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Activities, other than what is set out in this Release Agreement.

D. COVID-19 REPRESENTATIONS: In consideration of the Releasees allowing me to participate in the Activities, I represent that:

- 1. I am not experiencing any of the following new or worsening symptoms: fever or chills; cough; sore throat; difficulty breathing; diarrhea; nausea and/or vomiting; extreme fatigue or tiredness; body aches; loss of appetite; headache; and/or loss of sense of smell or taste.
- 2. I have not been identified as a close contact of a COVID-19 positive case by any health authority.
- 3. I have not been directed to quarantine or self-isolate by any health authority, health care provider, or government entity for any reason whatsoever.

I confirm that the above representations will be true upon my participation of the Activities. Should any of the representations not be true during the period in which I will participate in the Activities, I agree to not participate in the Activities.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

I AM SIGNING THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

Dated this _____ day of _____, 20__

Participant

Signature _____

Name (Please Print) _____

Address _____

E-mail _____

Phone Number _____

Witness

Signature _____

Name (Please Print) _____

Address _____

If Participant is a Minor:

Parent or Legal Guardian I represent and warrant that I am the parent or legal guardian of the minor named above, that I have the legal right to consent to and, by signing below, I consent to their participation in the Activities, and to the terms and conditions of this Release Agreement. I further acknowledge and agree that I must accompany the minor at all times when participating in the Activities.

Signature _____

Name (Please Print) _____

Phone Number _____