

## TERMS AND CONDITIONS

In consideration of my use of the sauna, facilities, and equipment (the "Activities") provided by Stone City Enterprises, LLC, a Vermont limited liability company (the "Operator") at its property located at 1120 Nichols Pond Rd. in Hardwick, VT (the "Premises"), I have read, understand, and agree to the following:

I have read the accompanying Terms and Conditions of Use of the Activities and by signing below I agree to the same, on my own behalf and behalf of all parties in my group who will be participating in the Activities under this reservation (and I understand that it is my obligation to make all such parties aware of both the Terms and Conditions and the terms of this Release, Waiver and Indemnification Agreement).

The "Activities" includes any use of any or all equipment and facilities on or off the Premises, including but not limited to any saunas, restrooms, changing rooms, parking areas, walking areas, waterfront areas, hospitality areas, and any other Activities related to the use of facilities and equipment offered by the Operator at the Premises, including use of snowshoes, bicycles, and kayaks.

Assumption of Risk: Participation in the Activities and use of equipment involves inherent risks, including the risk of injury. All persons using the saunas and other Activities do so at their own risk. If you have any reservations regarding sauna use, such as medical conditions, underlying health problems, history of dizziness or fainting, the use of prescription drugs, or pregnancy, it is essential that you consult your physician before making a reservation. By agreeing to this waiver you understand the risks and have consulted with a medical professional if appropriate. Should you have any of the following you must consult with your doctor prior to using the sauna or participating in any extreme exposure to cold:

- Pregnancy
- Cardiovascular disorders
- Blood pressure disorders
- Nervous system disorders
- Lymphatic system disorders
- Heart Disorders
- Blood disorders
- Epilepsy
- Asthma
- Diabetes
- Allergies

Please also note that access to and use of the saunas, surrounding amenities, equipment, and Activities are outdoor activities and carry with it all associated risks of being outdoors in Vermont.

The risk of injury may increase depending upon the weather and the duration of a person's exposure to both heat and cold. During participation in the Activities, each individual user is required to use his or her own judgment to determine the exposure and duration of the use of the Activities that is appropriate for them, and that judgment is never the responsibility of Operator or anyone else. It is the user's sole responsibility to be sufficiently hydrated to participate in the Activities upon arrival and to continue to drink water to maintain proper hydration throughout the use of the Activities. Use of drugs or alcohol before or while participating in the Activities is strictly forbidden.

By signing this waiver, you acknowledge that the inherent risks of participating in the Activities are serious, and that injury could result, that participation is voluntary and that you knowingly and willingly assume the inherent risks whether known or unknown involved in your participation in the Activities. You understand and acknowledge that your participation in the Activities is entirely voluntary and that any action or lack of action on your part is done solely by your own choice.

You acknowledge that any harm, injury, or loss that may occur to you or your property as a result of your participation in the Activities is neither the responsibility nor the liability of Operator. You agree to abide by all rules for participation in the Activities, whether provided by Operator or a third party, and you understand that a violation of any rules could be cause for expulsion from the Activities and from future participation in the Activities.

Waiver: In consideration for my participation in the Activities and all activities related to the Activities I, on behalf of myself, my heirs, successors, and assigns, hereby waive, release, discharge, and covenant not to sue Operator or any of its members, employees, agents, affiliates or independent contractors (collectively, the "Released Parties") from any and all claims due to any cause whatsoever, including carelessness, inaction, ordinary negligence, gross negligence, breach of contract or breach of any statutory or other duty of care on the part of the Released Parties, to the greatest extent permitted by the laws of the State of Vermont.

I, on behalf of myself, my heirs, successors, and assigns, also agree to HOLD HARMLESS AND INDEMNIFY Operator and any or all of the Released Parties from all claims against them resulting from my negligence, gross negligence or willful or reckless conduct in connection with my participation in the Activities. I further agree to pay Released Parties' expenses, including attorneys' fees, in the event that I, my spouse, children or anyone acting on behalf of any such parties, asserts a claim or lawsuit against any Released Parties for injuries or damages arising out of my participation in the Activities, or from the participation of any other party in my group who will be participating in the Activities under this reservation.

I agree that the purpose of this agreement is that it shall be an enforceable WAIVER OF LIABILITY, RELEASE, AND INDEMNITY as broad and inclusive as is permitted by Vermont law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

Acknowledgment and Understanding: By signing this Agreement, whether in paper form or electronically, entering my credit card information, or otherwise enrolling, electronically, verbally, or otherwise in the Activities I, in my personal name and on behalf of my relatives, heirs, and any other persons anticipated to participate in the Activities under this reservation, knowingly and freely assume all risks, both known and unknown, even if arising from the negligence of the Released Parties or others and assume full responsibility for my participation in the Activities. I certify that I have read this waiver of liability and indemnity agreement and acknowledge, represent & warrant that I understand I am giving up substantial legal rights, including my right to sue. I also acknowledge, represent and warrant that I am doing so voluntarily and that I am 18 years of age or older and of sound mind. I further agree and acknowledge that my signature below constitutes a complete assumption of the inherent risks of the Activities, a waiver of my rights to sue, and an agreement to indemnify and hold harmless the Released Parties.

Operator reserves the right to refuse access to the Activities to any user, in Operator's sole judgment.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_