

Feather River Hot Springs

Hot Springs Risk Acknowledgement and Disclaimer Waiver and Assumption of Risk

This is an important document: You must READ IT BEFORE SIGNING

I acknowledge that I am signing this acknowledgment and disclaimer on behalf of each member of my party and will ensure that each member of my party is aware of, and strictly adheres to, the guidelines set out below when using the Hot Springs ("Hot Springs").

I and **all** members of my party hereby agree to ensure that any children in my care, or associated with my party, are properly supervised at **all** times when they are in the vicinity of the Hot Springs. Extreme caution must be taken to ensure that no child under five years of age is permitted to enter the Hot Springs at any time and that any children over five years of age and under 16 years of age using the Hot Springs are closely supervised and monitored at **all** times.

Dogs or other pets are not allowed at the Springs.

I and **all** members of my party understand and agree that:

- The use of drugs, alcohol and some medications before or during use of the Hot Springs may lead to unconsciousness with the possibility of drowning, and can greatly increase the risk of fatal hyperthermia.
- Glass items are not permitted in the Hot Springs.
- No member of my party may use the Hot Springs without prior consultation with a doctor if he/ she is obese or has a medical history of heart disease, low or high blood pressure, circulatory system problems or diabetes.
- Some medications may induce drowsiness and others may affect heart rate, blood pressure and circulation. If any member of my party has recently taken or is currently taking any medication, he/ she will consult a doctor before using the Hot Springs.
- No member of my party may use the Hot Springs if he/she has an infectious disease or has any open sores and/ or wounds because of the possibility of spreading infection.
- No member of my party may use the Hot Springs if she is pregnant or potentially pregnant without prior consultation with a doctor.
- Prolonged immersion in the Hot Springs may be hazardous to health.
- The Hot Springs must not be used immediately after strenuous exercise.

I and **all** members of my party accept and acknowledge that risks and injury may be caused or increased by our own acts, omission, negligence or failure to follow any guidelines provided to us and Owner and Owner's Agent shall not be liable in such circumstances. We also accept and acknowledge that we will be held responsible and incur charges for any damage to the Hot Springs which occurs during our use of the facilities or property.

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WAIVER AND ASSUMPTION OF RISK

I, the undersigned, hereby fully waive and release Rustic Tubs, LLC from any and all claims for personal injury, property damage, or death that may result from my participation or use of the Hot Springs: I hereby voluntarily, at my own risk, sign this Waiver and Assumption of Risk in sole consideration of being permitted to use the Hot Springs facilities or property.

I hereby acknowledge and understand that there are dangers and risks associated with the activities described above, which have been fully explained to me. I hereby agree to abide by all rules, instructions, policies and procedures imposed by Rustic Tubs, LLC relating to the use of the Hot Springs facilities or property.

By signing this Waiver and Assumption of Risk, I fully assume the dangers and risks, and agree to use my best judgment while engaging in those activities. I further agree to indemnify and hold harmless the Releasee, its employees, agents, officers, from and against any and all liability incurred as a result of or in any manner related to my participation in the activities.

I hereby certify that I am of legal age and competent to execute this Waiver and Assumption of Risk, that in doing so of my own free will and accord, voluntarily and without duress, and that I do so intending to bind myself, my executor, my heirs, and administrators or assigns to the fullest extent.

I have read and understood the foregoing, and acknowledge my consent to the terms of this Waiver & Assumption of Risk by signing this Waiver.

Dated _____ Name _____

Address _____

Cell phone _____

Signature _____

Dated _____ Name _____

Address _____

Cell phone _____

Signature _____

Dated _____ Name _____

Address _____

Cell phone _____

Signature _____

Print additional copies of this waiver as needed, for all members of your party to sign.

Keep a copy for yourself and mail a signed copy, along with membership fees of \$25 per adult, to:
Feather River Hot Springs, PO Box 3186, Quincy CA 96971