

# Toasty Gnome

## Waiver and Release of Liability

### ***PLEASE READ THE FOLLOWING TERMS & CONDITIONS CAREFULLY AND FULLY BEFORE SIGNING***

In consideration of being permitted access to Toasty Gnome LLC (hereinafter "Toasty Gnome") equipment, programs, amenities and services pursuant to the Toasty Gnome Equipment Rental Agreement (hereinafter "Agreement") provided to me or my host, I represent that I am in good physical condition and have no medical reason, impairment, or disability that might prevent me from participating in these activities. I agree as follows:

1. **RELEASE OF LIABILITY AND ASSUMPTION OF RISK** – I understand and acknowledge that there is risk involved in being in and around Toasty Gnome equipment, including, but not limited to, utilizing equipment which may malfunction or break, participating in any exercise or fitness activity, patronizing or using Toasty Gnome's services, facilities, mobil sauna unit and/or amenities, participating in programs or activities, and using or being present in and/or around any Toasty Gnome's equipment while stationary or in transit (towing) or arising from improper maintenance of any equipment or facilities. This waiver covers all risks associated with the rental and use of Toasty Gnome's mobile sauna units, including but not limited to: heat exposure, burns from touching hot surfaces, slips on wet surfaces, my use of the sauna, outdoor stairs, all seating, parking area, sidewalk or any equipment inside or outside of Toasty Gnome's equipment and my participation in any activity, class, program or instruction. I agree that I am voluntarily participating in these activities and using the equipment and premises and assume all risk of injury, the contraction of any illness or medical condition that might result, or any damage, loss or theft of any personal property, whether any of the foregoing are suffered by me and/or my third parties.

a. **ASSUMPTION OF RISK.** I agree that I will assume the risk and full responsibility for any and all injuries, losses, death, costs, the contraction of any illness or medical condition that might result or other damages, loss or theft of any personal property that might occur to me and/or my family members while inside or outside of the Toasty Gnome's equipment, utilizing equipment which may malfunction or break, participating in any exercise or fitness activity, patronizing or using Toasty Gnome services, facilities and/or amenities, participating in programs or activities, using or being present inside and outside of any Toasty Gnome's equipment, or arising from improper maintenance of any equipment or facilities, my use of the sauna, outdoor stairs, seating, parking area, sidewalk or any equipment inside or outside of the Toasty Gnome equipment, my participation in any activity, class, program or instruction, and negligence on the part of Toasty Gnome, its officers, directors, employer contractors, agents and other members, including premises liability claims and/or equipment liability claims such as (by example and not by limitation) slip and falls and/or trip and falls inside or outside of any Toasty Gnome equipment (hereinafter "Losses"). Nothing in this agreement

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shall be construed as releasing Toasty Gnome from liability for injuries or damages caused by gross negligence, willful misconduct, or intentional acts.

b. **RELEASE OF CLAIMS.** To the maximum extent allowed by law, I, the undersigned, agree on my own behalf and on behalf of my family, personal representatives, heirs, executors, administrators, agents and assigns, to waive and release all claims, suits or related causes of action against Toasty Gnome its owners, officers, employees, for all Losses (hereinafter "Released Claims"). I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE OF CLAIMS AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I AM WAIVING ANY RIGHT I MAY HAVE TO BRING LEGAL ACTION TO ASSERT A CLAIM AGAINST TOASTY GNOME FOR ITS NEGLIGENCE.

2. **INDEMNIFICATION** – I agree that I will indemnify, defend and hold Toasty Gnome harmless, to the maximum extent allowed by law, from negligence, injury, loss, death, costs or other damages to me, my family members, heirs or assigns, or third parties for claims, suits, or related causes of action asserted against Toasty Gnome arising from my conduct and/or my third parties' conduct while inside or outside of Toasty Gnome's equipment or participating in any program or activity and from any of the Losses and Released Claims described in Section 1.

3. **APPLICATION** – I agree that this Release shall apply to each visit I make to Toasty Gnome's equipment and to every instance of my participation in a program or activity, including future visits and participation, regardless of the date that this Release is signed below.

4. **AGREEMENT TO COMPLY WITH RULES** – I agree to, and will comply with, the policies of Toasty Gnome's "USER MANUAL" posted in hard copy on the sauna, and with the policies of Toasty Gnome's Agreement. I acknowledge that Toasty Gnome's policies are subject to change at the sole discretion of the Toasty Gnome.

5. **BINDING ON OTHERS** – This Release shall bind the members of my family and my spouse or registered domestic partner if I am alive, as well as my estate, family, heirs, administrators, personal representatives or assigns if I am deceased and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue Toasty Gnome.

6. **SEVERABILITY** – I agree that the purpose of this Release is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by Minnesota law. I agree that if any portion or provision of this Release is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid portion will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the Release.

7. **APPLICABLE LAW, FORUM & ATTORNEYS' FEES** – This Release is governed by and shall be construed in accordance with the laws of the state of Connecticut, without any reference to its choice of law rules. If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct

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discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association or the American Dispute Resolution Center before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association the American Dispute Resolution Center and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

I acknowledge that no oral representations, statements, or other inducements to sign this Release have been made apart from what is contained in this document. The undersigned acknowledges that I have been advised of their right to seek independent legal counsel in connection with this Agreement, that I had a full and reasonable opportunity to do so prior to executing this Agreement, and I execute this Agreement knowingly, voluntarily, and without duress.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE BY READING IT BEFORE SIGNING IT. BY MY SIGNATURE BELOW I UNDERSTAND AND AGREE TO THE ABOVE TERMS AND CONDITIONS.**

Name of RENTER: (Printed):

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Signature of RENTER:

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Email: \_\_\_\_\_

Date:

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