

NORDIC HEAT, LLC

LIABILITY WAIVER AND RELEASE AGREEMENT — SAUNA & COLD PLUNGE SERVICES

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Primary Renter Information

The Primary Renter must be at least 18 years of age.

Name: _____

Date: _____

Address: _____

Phone: _____

Email: _____

Emergency Contact: _____

Emergency Contact Phone: _____

Guest Information

By signing below, I acknowledge that I am responsible for all guests who use the sauna and/or cold plunge during my rental period.

Estimated Number of Guests: _____

Ages of Any Minors: _____

No guest under the age of five (5) may use the sauna or cold plunge, consistent with Nordic Heat's posted Use Disclaimer and Safety Warning.

Acknowledgment of Risks

I understand that the use of sauna and cold plunge facilities involves inherent risks and dangers of accident, injury, and even death, including but not limited to:

Sauna Risks

- Heat-related injuries or illness including heat exhaustion, heat stroke, dehydration, burns from hot surfaces, and fainting
- Cardiovascular stress that may aggravate existing heart conditions or blood pressure issues
- Respiratory complications from heat and steam exposure
- Slip and fall injuries on wet surfaces around the sauna area
- Burns from contact with heated surfaces, steam, or hot water
- Allergic reactions to wood treatments, essential oils, or cleaning products
- Pre-existing medical conditions that may be worsened by heat exposure
- Equipment malfunction that could result in injury

Cold Plunge Risks

- Cold shock response, including sudden involuntary gasping, hyperventilation, and cardiovascular stress triggered by rapid cold-water immersion
- Hypothermia resulting from extended or repeated cold-water immersion, which can cause confusion, loss of motor control, and loss of consciousness
- Cardiac events, including sudden cardiac arrest, arrhythmia, or heart attack, particularly in individuals with pre-existing cardiovascular conditions
- Drowning or near-drowning due to cold-induced incapacitation, loss of consciousness, or inability to self-rescue
- Sudden blood pressure changes, including dangerous spikes or drops, that may cause dizziness, fainting, or stroke
- Peripheral vasoconstriction and numbness that can impair coordination, balance, and the ability to safely exit the cold plunge
- Rewarming complications, including afterdrop (continued drop in core temperature after exiting), which can cause cardiovascular stress
- Slip and fall injuries on wet or icy surfaces surrounding the cold plunge
- Exacerbation of Raynaud's disease, cold urticaria, cryoglobulinemia, or other cold-sensitive medical conditions
- Adverse interactions between cold immersion and alcohol, medications, or other substances that affect circulation or thermoregulation
- Equipment malfunction, including pump, filtration, or temperature regulation failures

Health Representations and Warranties

I represent and warrant that:

- I am in good physical health and have no medical conditions that would make sauna or cold plunge use inadvisable
- I have consulted with a physician if I have any concerns about my ability to safely use a sauna or cold plunge
- I am not pregnant, or if I am pregnant, I have received medical clearance for both sauna and cold plunge use
- I do not have any heart conditions, blood pressure issues, diabetes, Raynaud's disease, cold urticaria, or other medical conditions that could be aggravated by heat or cold exposure
- I do not have any history of cold-induced anaphylaxis, cold shock sensitivity, or conditions that impair circulation or thermoregulation
- I am not under the influence of alcohol, drugs, or medications that could impair my judgment or increase sensitivity to heat or cold
- I will ensure all guests using the sauna and/or cold plunge during my rental period meet these same health requirements
- I will inform all guests of the risks and safety requirements before they use either facility

Assumption of Risk

I voluntarily assume all risks associated with sauna and cold plunge use, whether known or unknown, and whether arising from the negligence of Nordic Heat, its owners, employees, agents, or representatives, or otherwise. I understand that no one will be monitoring my sauna or cold plunge session and that I am solely responsible for my own safety and well-being, as well as the safety and supervision of all guests I invite to use these facilities.

Primary Renter Responsibility for Guests

As the Primary Renter, I expressly acknowledge and agree that I bear full and sole responsibility for each and every guest I permit to use Nordic Heat's sauna and cold plunge facilities during my rental period, including:

- **HEALTH SCREENING** — I am responsible for verifying that each guest is in suitable physical health to safely use the sauna and cold plunge, and for ensuring that no guest participates if they have a medical condition, physical impairment, or other health concern that makes such use inadvisable. Nordic Heat does not screen guests for health or fitness and relies entirely on me to do so.
- **SAFETY SUPERVISION** — I am responsible for the continuous safety and supervision of all guests during the rental period, including enforcing all posted safety rules, session time limits, and the age restrictions above, and seeking emergency assistance if any guest shows signs of distress, injury, or incapacitation.
- **INFORMED CONSENT** — I am responsible for fully informing each guest of all risks in this agreement prior to use, obtaining a signed waiver from each adult guest, and obtaining written parental or guardian consent for any minor guest before use.
- **MINOR GUESTS** — I acknowledge that use by minors carries heightened risks, that no guest under age five may use the sauna or cold plunge, and I accept full parental or guardian-level responsibility for any minor guest, including ensuring a responsible adult is physically present and actively supervising at all times.
- **ASSUMPTION OF LIABILITY** — I expressly assume all legal liability for any injury, illness, death, loss, or damage suffered by any guest arising from or related to use of the facilities during my rental period, regardless of cause.

Release and Waiver of Claims

In consideration for being permitted to use Nordic Heat's mobile sauna and cold plunge services, I, on behalf of myself and all guests who will use the facilities during my rental period, and for my/our heirs, executors, administrators, and assigns, hereby:

- **RELEASE AND DISCHARGE** Nordic Heat, its owners, officers, employees, agents, representatives, successors, and assigns from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, or injury (including death) sustained by me or any guest while using the facilities or equipment.
- **WAIVE ALL CLAIMS** that I or my guests may have against the released parties arising out of use of the facilities.
- **AGREE TO INDEMNIFY AND HOLD HARMLESS** Nordic Heat and its owners, officers, employees, agents, representatives, successors, and assigns from any and all claims, demands, damages, costs, expenses (including reasonable attorney's fees), losses, or liabilities arising from: (a) my use of the facilities; (b) use by any guest I have permitted access to; (c) any injury, illness, or death suffered by any guest; (d) my failure to adequately screen, inform, or supervise any guest; (e) my failure to obtain a signed waiver from any guest; or (f) any breach of this agreement — regardless of whether the claim arises from Nordic Heat's negligence or any other cause, surviving termination or expiration of this agreement.

Safety Guidelines Acknowledgment

Sauna Safety

- Limit sauna sessions to 15–20 minutes
- Stay hydrated before, during, and after sauna use
- Exit the sauna immediately if feeling dizzy, nauseous, or unwell
- Do not use the sauna if under the influence of alcohol or drugs
- Be cautious of hot surfaces and steam
- Notify Nordic Heat immediately of any equipment problems or safety concerns

Cold Plunge Safety

- Never use the cold plunge alone — always have at least one other person present who can assist in an emergency
- Limit cold plunge immersions to 2–5 minutes and exit immediately if experiencing uncontrollable shivering, numbness, confusion, or difficulty breathing

- Enter the cold plunge slowly to minimize cold shock response — do not jump or dive in
- Do not submerge your head, especially during the first immersion or if you have cardiovascular concerns
- Do not use the cold plunge if under the influence of alcohol, drugs, or medications affecting circulation, thermoregulation, or alertness
- Allow adequate rewarming time between cold plunge sessions
- Exit immediately and seek assistance if you feel faint, lose sensation in extremities, or experience chest pain or shortness of breath
- Children and individuals with known cold sensitivity must receive explicit medical clearance before cold plunge use, and no guest under age five may use the cold plunge

Equipment Use and Care

- Use the sauna and cold plunge equipment properly and as instructed
- Report any damage or malfunction immediately
- Be responsible for any damage caused by misuse or negligence by myself or my guests
- Follow all posted rules and instructions and ensure all guests do the same
- Allow Nordic Heat to inspect the equipment before and after use
- Supervise all guests and ensure they follow safety guidelines for both the sauna and cold plunge
- Obtain signed waivers from all adult guests or provide parental consent for any minors

Social Media & Photographic Release

I consent to Nordic Heat, LLC photographing, filming, or recording me and my guests during this rental, and to Nordic Heat using those images or video — including on social media platforms (e.g., Instagram, Facebook, TikTok), its website, and other marketing materials — without compensation or further notice to me.

I understand that if I or my guests post photos or videos of this rental publicly, Nordic Heat may repost, share, or tag that content on its own social media accounts, and I consent to being tagged or mentioned by Nordic Heat's social accounts.

☐ YES, I consent to social media and photographic use for myself and my guests

☐ NO, I do not consent to social media or photographic use

Miscellaneous Provisions

- This agreement is binding upon my heirs, executors, administrators, and assigns.
- If any portion of this agreement is held invalid, the remaining portions continue in full force and effect.
- This agreement is governed by the laws of Minnesota.
- Any legal action must be brought in the courts of Hennepin County, Minnesota.
- I acknowledge that I have read this agreement in its entirety and understand all provisions.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND THAT BY SIGNING IT, I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. I SIGN IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Participant Signature: _____

Date: _____

Print Name: _____

Witness Signature: _____

Date: _____

Print Name: _____

For Nordic Heat Use Only

Sauna Unit #: _____

Cold Plunge Unit #: _____

Rental Period (From): _____

Rental Period (To): _____

Staff Initial: _____

☐ Equipment Condition Verified

Special Instructions / Notes: _____