



## FAR INFRARED SAUNA INTAKE & PARTICIPANT AGREEMENT

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

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_

Reasons/Goals for Visit \_\_\_\_\_

**In consideration for being allowed to use Massanutten's Far Infrared Sauna ("Sauna"), I agree to abide by all of the rules and conditions contained in this Participant Agreement ("Agreement"). I also agree to answer the questions below truthfully to the best of my ability.**

### PLEASE ANSWER THE FOLLOWING QUESTIONS

1. Have you ever used an infrared sauna before? YES NO
2. Are you pregnant? YES NO
3. Are you taking any medications? YES NO
4. Diagnosed with any medical condition that may limit or prevent your ability to sweat? YES NO
5. Do you have unstable angina? YES NO
6. Have you had a recent heart attack? YES NO
7. Do you have a severe arterial disease? YES NO
8. Have you been diagnosed with any other medical condition? YES NO

If yes, please explain your condition: \_\_\_\_\_

If you answered yes to any of the above questions; have you consulted with your medical provider about using a far infrared sauna?  
YES NO

### TERMS OF USE & RESTRICTIONS

**1. NOTICE AND ASSUMPTION OF RISK:** I understand and agree that using the Sauna is a voluntary recreational activity. I understand and am aware that there are certain risks and hazards that may be involved in using the Sauna. I understand that using the Sauna could result in serious injury or death. I am aware of these risks. **I voluntarily assume these risks and voluntarily assume the risks of all injuries or death that relate to my use of the Sauna.**

**2. WARNING:** Under Virginia law (Section 55-376.4), there is no liability for an injury to or death of a participant in a project activity conducted at this location if such injury or death results from the inherent risks of the project activity. Inherent risks of project activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death. **You are assuming the risk of participating in this project activity.**

**3. MEDICAL CONDITION/CONCERNS:** I understand that it is my responsibility to determine whether I am sufficiently fit and healthy to participate safely in the Sauna. I certify that I am in good health and do not have any physical or mental conditions that may affect my ability to safely participate in the Sauna. I agree that I will not participate in the Sauna if I have any questions or concerns regarding my ability to safely participate in the Sauna. I will only participate in the Sauna if I am confident of my ability to do so safely. **Participants should consult with their doctor prior to participating in the Sauna.**

Pregnant women, individuals with pacemakers/defibrillators, hemophiliacs, individuals with cardiovascular and/or blood pressure conditions, and/or conditions causing a reduced ability to sweat or perspire should not use the Sauna. Alcohol and drug use in the Sauna is prohibited. No one under the age of 18 is permitted to use the Sauna.

Sauna sessions should be limited to no more than 45 minutes and temperatures should stay below 150 degrees Fahrenheit. It is important to maintain proper hydration levels for Sauna use. Participants are encouraged to drink water prior to entering the Sauna and after Sauna use. **I agree that if I have any questions regarding the proper use of the Sauna, I will ask for instruction or assistance prior to using the Sauna.**

**RELEASE OF CLAIMS:** In consideration for being permitted to use the Sauna and Massanutten's facilities, I agree to release Great Eastern Resort Management, Inc. d/b/a Massanutten Resort, its parents, subsidiaries, affiliates, officers, directors, employees, and agents (collectively "Released Parties") from any and all claims, lawsuits, actions, losses, damages, requests for medical expenses, fines and judgments (collectively "Claims") that relate or pertain in any way to use of the Sauna. This includes any and all Claims for property damage, personal injury and death.

**5. INDEMNIFICATION:** In consideration of being permitted to use the Sauna and Massanutten's facilities, I agree to indemnify, hold harmless and defend the Released Parties from any Claims, liabilities, losses, costs and expenses that relate or pertain to use of the Sauna. I do so regardless of whether the Released Parties were negligent.

**6. DISPUTES:** This Agreement is governed by the laws of the Commonwealth of Virginia. I agree that any dispute arising under this Agreement or relating to the use of the Sauna shall be submitted to mediation prior to filing a lawsuit. Only after mediation has been conducted may a lawsuit then be filed. Any such lawsuit shall be filed in the U.S. District Court for the Western District of Virginia or the Circuit Court of Rockingham County, Virginia.

**7. ACCEPTANCE OF TERMS:** I certify that I have read this Agreement and fully understand and agree to its terms. I agree that if I do not accept **ALL** of the terms of this Agreement, then I will not use the Sauna. Further, I understand that if I do not voluntarily accept all of the terms of this Agreement, I may receive a full refund of any fees paid to use the Sauna.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT.  
I ACCEPT AND AGREE TO ITS TERMS VOLUNTARILY.**

I AM THE PARTICIPANT AND REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE.

Signature of Adult Participant \_\_\_\_\_ Date \_\_\_\_\_

