

GARNET ENTERPRISES, LLC

Infrared Sauna Acknowledgment

- 1) The use of drugs, medication or alcohol prior to or during the sauna session may lead to dizziness or unconsciousness. Discontinue the use of the sauna if you feel light-headed, dizzy or heat exhausted. Clients using any medications must consult a physician or pharmacist prior to use of the sauna. Please consult your physician if you are in doubt regarding your ability to use the infrared sauna for health reasons.
- 2) Smokers are not permitted in the sauna.
- 3) Sauna sessions should be limited to no more than 45 minutes and temperatures must stay below 150 degrees Fahrenheit.
- 4) Water bottles are not permitted in the sauna.
- 5) Metal pins, rods, artificial joints or any other surgical implants generally reflect infrared waves and thus are not heated by this system; nevertheless you should consult your surgeon prior to using the sauna. Implanted silicone or silicone prostheses may be warmed by the infrared waves and should not be adversely affected by the usage of the infrared sauna.
- 6) Pregnant women should consult their physician prior to use of the sauna. Excessive body temperatures have a potential for causing fetal damage during the early days of pregnancy.
- 7) Do not use any chemicals or lotions prior to your sauna session. These items may block your pores and affect perspiration as well as stain the wood of the sauna.
- 8) No one under the age of 18 is permitted in the infrared sauna.

Assumption of Risk, Waiver of Liability & Covenant Not to Sue

In consideration for being permitted to participate in classes, coaching, training, and use of equipment including the Infrared Sauna (“Activities”) offered by Garnet Enterprises, LLC and its affiliated members, managers, companies, corporations, servants, agents, or employees (the “Company”), I hereby agree as follows:

- 1) **ASSUMPTION OF RISK.** It is expressly agreed that all Activities shall be undertaken at my own risk, and I represent that I am physically able to undertake any and all Activities provided. I voluntarily and expressly choose to incur all risks associated with the Activities, whether known or unknown, and take responsibility for those risks.
- 2) **WAIVER OF LIABILITY.** The Company shall not be liable for any claims, demands, injuries, damages, actions, or causes of action whatsoever to me which arise wholly or partially due to the negligence of the Company or which are related to the use of and participation in any of the Activities and services offered by the Company.
- 3) **COVENANT NOT TO SUE.** I hereby expressly forever release and discharge the Company from all such claims, demands, injuries, damages, actions or causes of action, and from all facts of active or passive negligence on the part of the Company. If I, or anyone on my behalf, initiates any lawsuit, cause of action, or claim for damages against the Company, I agree that the Company shall be entitled to recover from the complainant all reasonable attorney’s fees and costs incurred in defending any such action, lawsuit, cause of action, or claim arising there from. This agreement shall bind my successors and assigns, spouse, heirs, executors, administrators and personal representatives.
- 4) **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to the principles of conflicts of law. I hereby irrevocably and unconditionally consent to submit to the jurisdiction of the courts of the State of Georgia and of the United States of America, in each case located in the county of Forsyth.

Print Name: _____

Signature: _____

Date: _____