

RELEASE OF LIABILITY: Well Spa + Salon

Release Terms

Well Spa + Salon (WELL Spa): The legal name for Well Spa + Salon is Grand Geneva, LLC; Pfister, LLC; and Marcus Management Las Vegas, LLC. Marcus Hotels, Inc. is the sole member of Grand Geneva, LLC; Pfister, LLC; and Marcus Management Las Vegas, LLC. The Marcus Corporation is the sole shareholder in Marcus Hotels, Inc. This release extends to Grand Geneva, LLC, Pfister, LLC, Marcus Management Las Vegas, LLC, Marcus Hotels, Inc., The Marcus Corporation and any Insurance Company providing liability coverage to these entities.

Negligence: Acting, or failing to act, in a manner that would be described as careless. An individual's failure to use the type of care a reasonable person would use in the same or similar circumstances.

Release: To give up or give away.

Liability: Responsibility or responsible for.

Injury: Physical or psychological wound, hurt or harm. Given the nature of spa treatments, an injury could be as simple as muscle soreness or as serious as heart attack or death.

Damages: Compensation (money) for past and future medical expenses, equipment, and care; pain and suffering; loss of society and companionship; loss of past wages and future earnings; funeral expenses; caretaking costs; wrongful death; and any other expenses or losses stemming from injury or death.

WELL Spa Facilities: Treatment rooms, locker rooms, relaxation areas, steam room, hydro-bath, steam shower, sauna, equipment, and employees located in or working at the *WELL Spa*.

WELL Spa Services: Massage, facial, body treatments and fitness.

Acknowledgements

- I acknowledge that the *WELL Spa* has provided me with a list of terms used in this *Release*.
- I have read the list of terms and definitions provided.
- I acknowledge that I have the right to talk with a representative of the *WELL Spa* to discuss questions about this *Release* or the terms used in it.
- I warrant that I am in good physical condition, and have no disability, impairment, or ailment, preventing me from using the *WELL Spa Facilities*.
- I understand that it is my responsibility to inform all therapists of any relevant medical history, medication, and anything that may hinder or affect treatment or its outcome.
- I agree that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in this spa service.
- I am aware that my participation in this spa service and/or the participation of my child or dependent could result in injury or death.
- I understand that injury or death may be caused by my own actions or *Negligence*, the actions or *Negligence* of others, the actions or *Negligence* of the *WELL Spa* and its staff, the *Facilities*, and the conditions of the area in which the spa service is taking place.
- I understand that if this *Release* was not as broad, the cost for use of *WELL Spa Facilities* and *WELL Spa Services* would be considerably higher than it currently is.
- I do not wish to pay a higher cost for use of *WELL Spa Facilities* or *WELL Spa Services*, and therefore, I accept the current scope of this *Release*.
- Since I do not wish to pay a higher cost, and because I accept the current scope of this *Release*, I am waiving my right to bargain or negotiate for alternative *Release of Liability* terms.
- I acknowledge this *Release* will be interpreted under the applicable state law.
- I agree that this *Release* is intended to be as broad and inclusive as is permitted by the law and if any portion of the *Release* is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

RELEASE OF LIABILITY

Having reviewed and understood the above acknowledgements, and in consideration for the use of *the WELL Spa Facilities and/or WELL Spa Services*, I release Well Spa + Salon (*WELL Spa*), its parent and affiliated entities from liability for any and all claim(s) for *Damages* stemming from or arising out of negligent conduct on the part of the *WELL Spa*. I understand that this release extends to negligent acts or failure to act on the part of the agents or employees of the *WELL Spa*, and the negligent or unsafe condition of *WELL Spa Facilities and/or WELL Spa Services*. **I recognize that the *WELL Spa* assumes no responsibility for items placed in treatment rooms, locker rooms, or relaxation areas. Further, I understand that the *WELL Spa* may end a treatment at any time due to inappropriate behavior.** With this *Release*, I also release the *WELL Spa* from legal liability for all claims whether based on negligence, breach of warranty, or other legal theories.

I also understand that by signing this document, my spouse, children, dependents, guardians, and heirs may not bring a lawsuit seeking *Damages*.

CAUTION: THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. BY SIGNING THIS DOCUMENT, YOU GIVE UP YOUR RIGHT TO SUE WELL SPA + SALON FOR DAMAGES.

Dated this _____ day of _____, 20____

Signature of Participant

Printed Name of Participant

If Participant is under the age of 18, signature of Parent or Guardian