

**ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS, and INDEMNITY AGREEMENT
(THE "WAIVER")**

**BY SIGNING THE WAIVER, YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE AND CLAIM COMPENSATION FOR INJURY**

PLEASE READ CAREFULLY!

ONLY ONE SPA GUEST IS PERMITTED PER WAIVER

TO: Cedar and Soak Holdings Limited and their directors, officers, employees, owners, volunteers, agents, successors, assigns, insurers, affiliates, contractors and subcontractors, and representatives (collectively, "**CEDAR AND SOAK**").

DEFINITIONS:

In the Waiver, the term "Spa Facility" means the areas located in and surrounding 2749 30th Street, Vernon, British Columbia, including but not limited to its reception area, changerooms, showers, washrooms, cold plunge pools, saunas, treatment rooms, relaxation areas and other equipment and apparatuses, hallways, walkways, ramps, stairs, doorways and other access points, parking lots, driveways, and landscapes.

In the Waiver, the words "use of the Spa Facility" shall include all activities at the Spa Facility and all other uses, events and other services involving or related in any way to the Spa Facility, which are provided, arranged, organized, conducted, sponsored or authorized by **CEDAR AND SOAK**.

ASSUMPTION OF RISKS:

1. I am aware that my use of the Spa Facility involves many risks, dangers and hazards to myself and my property, which include, but are not limited to: accidental drowning and injury from prolonged underwater exposure; heart complications, ingestion of water; exposure to Spa Facility cleaning and maintenance chemicals; hypothermia; frost bite; skin irritation; cuts, scrapes and bruises; open and closed head injuries including concussion; eye injuries; ear injuries; muscle and joint sprains and strains; broken bones; paralysis; death; wet and slippery floors, decks, ramps, stairs, equipment, other surfaces; falls from elevated surfaces and equipment in the Spa Facility; loss of balance; slipping; tripping; falling; impact or collision with other people, equipment and/or other objects or physical structures including but not limited to the bottom, sides or edges of the pools, saunas, hallways, walkways and other furniture; exposure to bacterial, viral and fungal agents, and other pathogens; theft, loss of, or damage to, personal property; misuse or malfunctions of equipment, furniture or apparatus, horseplay and negligence of other Spa Facility users, absence of any life guards or first aid personnel; and **NEGLIGENCE ON THE PART OF CEDAR AND SOAK, INCLUDING THE FAILURE OF CEDAR AND SOAK TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME OR MY PROPERTY FROM THE RISKS, DANGERS AND HAZARDS OF USING THE SPA FACILITY INCLUDING THOSE REFERRED TO ABOVE. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS OF USE OF THE SPA FACILITY INCLUDING THOSE REFERRED TO ABOVE. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM OR RELATING IN ANY WAY TO MY USE OF THE SPA FACILITY.**
2. I have been warned and understand that **NO LIFE GUARDS OR FIRST AID PERSONNEL** will be on duty or present during my use of the Spa Facility and I specifically acknowledge and accept that there is an increased

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risk of injury and death to me as a result of this. I elect to use the Spa Facility in spite of this increased risk and freely accept and assume all risks, dangers and hazards related to my use of the Spa Facility with no life guards or first aid personnel on duty or present there at that time, including but not limited to those risks, dangers and hazards referred to above.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY:

In consideration of CEDAR AND SOAK permitting my use of the Spa Facility, and for other good and valuable consideration, the sufficiency of which is acknowledged, **I, ON BEHALF OF MYSELF, MY HEIRS, SPOUSE, CHILDREN, PARENTS, GUARDIANS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND LEGAL OR PERSONAL REPRESENTATIVES AGREE AS FOLLOWS:**

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against **CEDAR AND SOAK** and to release **CEDAR AND SOAK** from any and all liability for any loss, damage, expense or injury, including death, that I may suffer as a result of my use of the Spa Facility **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTE, BREACH OF REGULATION, BREACH OF ANY STATUTORY OR REGULATORY DUTY OF CARE AND/OR WARRANTY BY CEDAR AND SOAK, AND ALSO INCLUDING ANY FAILURE ON THE PART OF CEDAR AND SOAK TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS OR HAZARDS OF MY USE OF THE SPA FACILITY INCLUDING THOSE REFERRED TO ABOVE.**
2. To hold harmless and indemnify **CEDAR AND SOAK** of and from any claims and liability, including all related legal fees and expenses, for any property damage, loss, personal injury or death to any third party, arising from or connected in any way with my use of the Spa Facility.
3. That the Waiver and any rights, duties and obligations as between the parties to the Waiver shall be governed in accordance with the laws of the Province of British Columbia.
4. That if any portion of the Waiver is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
5. That the Waiver shall be effective and binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

I CONFIRM that in entering into the Waiver, I am not relying on any oral or written statements made by **CEDAR AND SOAK**, or the lack of any such representations or statements, with respect to the condition or safety of the Spa Facility, or any related equipment or apparatus, other than what is set forth in the Waiver.

I CONFIRM that I am age eighteen (18), or older, and that I have carefully read, considered and understand the contents of the Waiver, and agree to be bound by its terms and **I FURTHER CONFIRM** that I am relying wholly upon my judgment, belief and knowledge, freely and of my own accord, as acknowledged and confirmed by my signature hereon.