

SeaTsu Sauna, SPC

Liability Waivers and Sauna Use Agreement

This **Liability Waivers and Sauna Use Agreement**, (the “Waivers And Use Agreement”), dated _____, 2022, is hereby made between _____ (hereafter known as the “Guest”) and SeaTsu Sauna, SPC, a Washington State social purpose corporation (hereafter known as “SeaTsu”). All of SeaTsu’s stationary sauna use amenities are located at SeaTsu’s forest facility, hereafter known as the “Forest Bathing Sanctuary”. Both the Guest and SeaTsu enter into this legally binding Waivers And Use Agreement. The Guest and SeaTsu, collectively, are known hereafter as the “Parties”.

Accordingly, the Parties agree, as follows.

1. Liability Waivers and Indemnification.

- 1.1. The Forest Bathing Sanctuary is located in a natural forest setting, with live fire being used, both inside and outside the sauna and on the property, in various places, and with a large Cold-Plunge Pool filled with water. Accordingly, the Guest fully understands and accepts that there are risks to their own person while being at the Forest Bathing Sanctuary or while being on the larger property where the Forest Bathing Sanctuary is located. So, in perpetuity, the Guest does **hold harmless** SeaTsu, any of SeaTsu’s shareholders, any of SeaTsu’s employees, any of SeaTsu’s assigns, and Elisabeth Langski and Kurt Langski personally, both as individuals and as a marital couple, **from any and all legal claims or actions arising from** the Guest ever being at the Forest Bathing Sanctuary, or ever being on the larger property where the Forest Bathing Sanctuary is located, and the Guest then suffering any bodily injury, infection, or death, including, but not limited to, from heart attacks, from stokes, from burning, from scalding, from hyperthermia, from hypothermia, from smoke inhalation, from falling branches, from falling trees, from slipping, from tripping, from falling, from walking or running barefoot on the forest floor, from animal attack, from a vehicle driving into a tree, from a vehicle driving into any other obstacle, from the Guest bumping their head, from wood splinters, from drowning, from the Guest cutting themselves when using any axes or any knives, from a Guest getting Covid, from the Guest getting any other type of communicable disease, and from any other Acts of God.
- 1.2. Again, given the natural forest setting, the use of live fire, and the use of a large Cold-Plunge Pool filled with water, the Guest also understands and accepts that there are risks to their personal property while being at the Forest Bathing Sanctuary or while being on the larger property where the Forest Bathing Sanctuary is located. So, in perpetuity, the Guest does **hold harmless** SeaTsu, any of SeaTsu’s shareholders, any of SeaTsu’s employees, any of SeaTsu’s assigns, and Elisabeth Langski and Kurt Langski personally, both as individuals and as a marital couple, **from any and all legal claims or actions arising from** the Guest ever being at the Forest Bathing Sanctuary, or ever being on the larger property where the Forest Bathing Sanctuary is located, and the Guest then suffering any personal property damage, personal property destruction, or personal property theft, including, but not limited to, from falling branches, from falling trees, from animals, from submersion in water, from unpaved roads, from driving into trees, from driving into any other obstacles, from weather events, from burning, from scratching, from any mold or mildew, from the acts of other guests, and from any other Acts of God.
- 1.3. The Guest agrees to be careful about and to be responsible for the Guest’s own actions while at the Forest Bathing Sanctuary or while being on the larger property where the Forest Bathing Sanctuary is located. So, the Guest does **hold harmless and indemnify** in perpetuity SeaTsu, any of SeaTsu’s shareholders, any of SeaTsu’s employees, any of SeaTsu’s assigns, and Elisabeth Langski and Kurt Langski personally, both as individuals and as a marital couple, **from any and all legal claims or actions arising from** the Guest ever being at the Forest Bathing Sanctuary, or ever being on the larger property where the Forest Bathing Sanctuary is located, and from the Guest then doing any action that causes bodily harm, causes death, or causes personal property damage to any other person.
- 1.4. If, by the Guest’s own actions, the Guest ever causes the damage of or the destruction of the personal property of SeaTsu, of Elisabeth Langski, of Kurt Langski, or of both Elisabeth Langski and Kurt Langski, as a marital couple, then the Guest shall pay for either the repair of or the replacement of that personal property, at the discretion of the specific owner of that damaged or destroyed personal property.

2. Sessions at the Forest Bathing Sanctuary: Description and Amenities.

- 2.1. A sauna session at the Forest Bathing Sanctuary is a private, wood-fired sauna session for up to four people, and only people who have agreed to and have signed this Waivers And Use Agreement may attend any sauna session at the Forest Bathing Sanctuary.
- 2.2. Any sauna session will last for two hours and includes a 15 to 30 minute check-in orientation where guests are welcomed, briefed, and have time to prepare for their 90 minutes of possible sauna use time in the wood-fired, Royal Steam, sauna trailer.
- 2.3. The Guest shall book a sauna use session with SeaTsu *before* they may use any of SeaTsu's Saunas.
- 2.4. A sauna session includes the Guest's use of the Cold-Plunge Pool in the Forest Bathing Sanctuary.
- 2.5. The Guest may also use the Tipi in the Forest Bathing Sanctuary, for changing their clothes and for relaxing in, during their sauna session.
- 2.6. There will be one linen-sitting towel available for the Guest's use, during each sauna session.
- 2.7. For an additional towel rental fee, the Guest may rent one bath towel from SeaTsu for use during their sauna session.
- 2.8. The Guest should bring any bathrobe, any extra bath towels, and any needed footwear so that the Guest can move safely about the forest floor outside of the saunas.
- 2.9. SeaTsu will provide the firewood for use inside the Tipi and in the sauna woodstove, during a sauna session.
- 2.10. There will be an off-grid outhouse, in the Forest Bathing Sanctuary, available for the Guest to use.
- 2.11. There will be an outdoor hot water shower, in the Forest Bathing Sanctuary, available for the Guest to use.
- 2.12. At the Forest Bathing Sanctuary, there will be on-site parking for up to two vehicles, during the sauna session.
- 2.13. The Forest Bathing Sanctuary is located at an electrically "off-grid" property, in a forest woodland with a solar power system that can vary in output from day to day. So, electricity use at the Forest Bathing Sanctuary is very limited. This means that there is no electricity available for charging or for using plugged-in electronic devices in the Tipi, outhouse, or outdoor lounge area in the Forest Bathing Sanctuary and the Guest should plan accordingly.

3. Sauna Session Price and Final Payment.

- 3.1. The current price for each type of sauna session is listed on SeaTsu's website, and any current sauna session price is also available upon phone or email request to SeaTsu.
- 3.2. Any sauna session price includes a generally non-refundable "Lighting and Booking Fee". The current amount of any sauna session's Lighting and Booking Fee is also listed on SeaTsu's website, and is available upon phone or email request to SeaTsu.
- 3.3. Any sauna session must be fully paid for either before or at the check-in orientation for that booked sauna session, or according to any other payment arrangement approved of by SeaTsu or SeaTsu's agents, or that sauna session booking shall be cancelled, with no refund of the Lighting and Booking Fee.
- 3.4. SeaTsu reserves the right to change its prices, as listed on its website, as time goes on. However, once a particular sauna session is booked, the sauna session price for that specific sauna session, including the Lighting and Booking Fee, is locked in at the current price for that type of sauna session, and Sea Tsu will not change the price for that now booked, sauna session.

4. Sauna Session Booking Rules.

- 4.1. Any sauna session must be booked at least two hours in advance of its scheduled start time, so that SeaTsu can properly prepare for everyone who will visit the Forest Bathing Sanctuary.
- 4.2. Any sauna session must be booked with SeaTsu by phone, by email, in person at the Forest Bathing Sanctuary, or online.

5. Sauna Session Scheduled Start Time.

- 5.1. The Guest may arrive for their check-in orientation **no earlier than 10 minutes before** their sauna session's scheduled start time.
- 5.2. A late check-in orientation *may* be available to the Guest, only if the Guest has contacted SeaTsu, in advance, to arrange for such a late check-in orientation and only if SeaTsu agrees to this new, late check-in orientation time.
- 5.3. Additionally, any late check-in orientation must be done **within one hour** after that sauna session's scheduled start time.

6. Sauna Session Checkout Time.

- 6.1. **The Guest must check out with SeaTsu by the end of their sauna session**, so that SeaTsu can properly perform the sauna closeout procedures, unless specifically instructed otherwise by SeaTsu or by SeaTsu's agents.

7. Sauna Session Cancellations and Refunds.

- 7.1. If the Guest does not check in within one hour after the scheduled start time of their booked sauna session, if the Guest or anyone who paid for the sauna session contacts SeaTsu to cancel the Guest's booked sauna session, or if the full sauna session price has not been paid at or before the check-in orientation of the booked sauna session and no other payment arrangements have been made with SeaTsu, then that sauna session is cancelled.
- 7.2. Except for Section 7.5, below, when a sauna session is cancelled, the person who has paid for that sauna session will NOT get a refund of the Lighting and Booking Fee that has been paid to SeaTsu, but will get a refund of any other part of that sauna session's price that they have already paid to SeaTsu.
- 7.3. If the Guest will be late to a booked sauna session, because they are stuck behind a closure of the Hood Canal Bridge or because of any other kind of travel delay, then the Guest *must* call SeaTsu, as soon as possible, to inform SeaTsu of this travel delay and to update SeaTsu with any new ETA for their arrival at the Forest Bathing Sanctuary. The Guest also understands that exact timing is *crucial* for operating SeaTsu's wood fired sauna, so that SeaTsu can build and maintain the proper fire conditions for the Guest's wood fired sauna experience.
- 7.4. If the Guest violates the Guest Behavior Rules (see Section 8, below) and a SeaTsu employee asks the Guest to leave the Forest Bathing Sanctuary, then the Guest will NOT get any refund of any kind, and the Guest will leave the Forest Bathing Sanctuary and the property immediately.
- 7.5. If SeaTsu cancels a booked sauna session, then SeaTsu will give a full refund to the Guest of ALL of the fees that the Guest has already paid for, including the Lighting and Booking Fee. SeaTsu is located in rural, remote, forestland and the Guest fully understands that SeaTsu may have to cancel any sauna session booking for property access reasons or for safety reasons, including, but not limited to, wildfires or wildfire threats, burn bans or fire hazard conditions, fallen trees, bad road conditions on or to the property, extreme heat events, extreme cold weather events, wind events, other disruptive weather events, earthquakes, tsunamis, flooding, epidemics or pandemics, public health concerns, SeaTsu employee illness or injury, or any other Acts of God.

8. Guest Behavior Rules at the Forest Bathing Sanctuary.

- 8.1. The Guest shall stay within the designated Forest Bathing Sanctuary area, during their stay on the property for any sauna session. Other parts of the property are not available for the Guest's use.
- 8.2. The Guest shall not bring any pets or animals to the Forest Bathing Sanctuary or to the larger property, unless they are official service animals.
- 8.3. Physical or sexual harassment or abuse is absolutely not permitted at the Forest Bathing Sanctuary or on the larger property.
- 8.4. No violence, of any kind, is permitted at the Forest Bathing Sanctuary or on the larger property.
- 8.5. No photographing and no video taking of any other guest is allowed at the Forest Bathing Sanctuary, without that other guest's prior consent. However, the Guest may take photos of themselves and may take videos of themselves at the Forest Bathing Sanctuary.
- 8.6. The Guest must rinse off in the shower before entering any sauna for the first time, and the Guest must additionally rinse off in the shower before each entrance into the Cold-Plunge Pool.
- 8.7. No dangling metal jewelry inside any of the saunas.
- 8.8. The Guest shall not stoke any of the saunas above 210°F.
- 8.9. The Guest shall only pour water SLOWLY onto the rocks inside any sauna.
- 8.10. The Guest shall always use the supplied linen-sitting towel to sit inside any sauna.
- 8.11. The Guest shall not use any footwear, of any kind, inside any sauna.
- 8.12. The Guest shall not use any of their own, personal candles anywhere at the Forest Bathing Sanctuary; only candles supplied by SeaTsu may be used at the Forest Bathing Sanctuary.
- 8.13. When SeaTsu's candles are lit inside the Tipi or anywhere else about the Forest Bathing Sanctuary, the Guest shall not move these candles around at all.
- 8.14. The Guest shall not store their food inside the Tipi, and the Guest shall securely store their food outside the Tipi to prevent rodent, raccoon, and other unwanted critters from getting into their stored food.
- 8.15. The Guest shall properly secure all of their trash, while at the Forest Bathing Sanctuary, and the Guest shall pack out their own trash and their own recycling upon leaving.
- 8.16. The Guest shall not use any plugged in, electric appliance or do any electric charging, of any kind, using the off-grid electric system at the Forest Bathing Sanctuary. Also, if needed, the Guest will bring their own back-up battery chargers and cords for charging their own cellphone(s) or their other electronic devices at the Forest Bathing Sanctuary.
- 8.17. No alcohol use or alcohol intoxication when using any sauna or the Cold-Plunge Pool at the Forest Bathing Sanctuary.

- 8.18. No illegal drug use at the Forest Bathing Sanctuary, and no marijuana use or other intoxication when using any of the saunas or the Cold-Plunge Pool at the Forest Bathing Sanctuary.
- 8.19. The Guest shall follow all instructions given by the attendant SeaTsu employee, at the Forest Bathing Sanctuary or on the larger property.

9. Additional Comfort and Safety Recommendations for the Guest.

- 9.1. The Guest should carefully listen to the safety briefing and facilities tour that the Guest will get at their check-in orientation for their sauna session.
- 9.2. While saunas are generally safe for most people, sauna use could be dangerous for some folks, so SeaTsu strongly recommends that the Guest check with their own doctor, before using any saunas.
- 9.3. The Guest should stay physically away from the wood stove inside any sauna, and the Guest should take great care to not accidentally brush against that wood stove when the Guest is moving about inside any sauna.
- 9.4. The Guest should wear the appropriate footwear outside of any sauna, to prevent foot injuries when moving around the forest floor.
- 9.5. If using a swimsuit, the Guest should try to use a swimsuit that does not have any exposed metal parts, so that metal part of their swimsuit does not get too hot in any sauna. However, swimsuit use at the Forest Bathing Sanctuary is optional and is up to the Guest's own discretion.
- 9.6. The Guest should be aware of the possible low head clearance of sauna doors, especially the Royal Steam Sauna's door, and the Guest should read any of any sign above any sauna door. Thus, the Guest should carefully watch their head as they enter or as they exit any sauna.
- 9.7. The Guest should also be aware of any existing sauna railings, and the Guest should use these sauna railings, whenever needed, to help themselves safely get into, get out of, and move around the inside of any sauna.

10. Guest's Online and Social Media Posting.

- 10.1. The Guest may post on social media, as long as the images or the videos that the Guest posts follow the photography and video rule in Section 8.5, above.

11. Rights to Photos and to Video Content Made by SeaTsu.

- 11.1. SeaTsu strongly values the privacy of each of their guests. So, SeaTsu's general policy is first to ask any subject of any promotional photograph or of any promotional video for their permission, before actually taking any photographs or videos of that subject.
- 11.2. Notwithstanding Section 11.1, above, SeaTsu does retain any and all rights, in perpetuity, to all photographs and to all video content that are created by SeaTsu, by SeaTsu's representatives, or by SeaTsu's agents for SeaTsu's use, including, but not limited to, all copyrights, all reproduction rights, all privacy rights, all personality rights, and all publicity rights.
- 11.3. Notwithstanding Section 11.1, above, the Guest does not retain any rights whatsoever to any of the photographs or to any of the video content that are created by SeaTsu, by SeaTsu's representatives, or by SeaTsu's agents for SeaTsu's use, and the Guest waives any rights to inspect or any rights to approve of such photographs and such video content created by SeaTsu, by SeaTsu's representatives, or by SeaTsu's agents for SeaTsu's use.

12. Governing Law.

This Waivers And Use Agreement is to be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of law principles.

13. Choice of Forum.

Any legal suit, action, or proceeding arising out of or relating to this Waivers And Use Agreement shall be commenced in a state court, in the State of Washington, in Clallam County, and each of the Parties, the Guest and SeaTsu, hereto submits to the exclusive jurisdiction and venue of any such court in any such suit, action, or proceeding.

14. Modification.

This Waivers And Use Agreement may be modified only when *both* of the Parties agree to any modification, in a dated writing, specifying the agreed upon modifications to this Waivers And Use Agreement, and such a modification must also be signed by *both* of the Parties.

15. Severability.

If any provision of this Waivers And Use Agreement is illegal or unenforceable, that provision is severed from this Waivers And Use Agreement and the other provisions shall remain in force.

16. Integration.

Except for the sauna session price and the Lighting and Booking Fee information, as described above, in Section 3, and except for any scheduled sauna session start time information provided by SeaTsu, this Waivers And Use Agreement states the full agreement between the Parties and supersedes all prior negotiations and agreements.

17. Interpretation.

All the section headings in this Waivers And Use Agreement are used for the reader’s convenience only, and these section headings are not to be considered in construing or in interpreting this Waivers And Use Agreement. Any terms defined within this Waivers And Use Agreement shall be given the meaning as it is specifically defined therein.

18. Term and Enforceability.

This Waivers And Use Agreement, in its current form and as properly modified, per Section 14, above, shall be applicable and in force at any time, in perpetuity, whether at the time of signing or in the future, and it applies to all current or future uses by the Guest of Forest Bathing Sanctuary and the Guest’s presence on the larger property.

19. Counterparts and Electronic Signatures.

This Waivers And Use Agreement may be executed in counterparts, which may be transmitted electronically, including a PDF transmission of a wet ink signature, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument. The Parties expressly intend to be bound by any authenticated electronic signatures that they make.

20. The Signing Parties.

Each of the Parties, or their representatives, that are signing this Waivers And Use Agreement attest that they are over 18 years of age and are of sound mind.

IN WITNESS WHEREOF, the Parties hereby agree to all the terms of this Waivers And Use Agreement, as of the date first written above.


GUEST:

(Signature:)

(Print:)

Individual

SEATSU SAUNA, SPC:



Elisabeth Langski,
President of SeaTsu Sauna, SPC

