

# HEALING WATERS RESORT & SPA

## RELEASE, WAIVER OF LIABILITY, INDEMNITY AND HOLD HARMLESS AND ASSUMPTION OF RISK AGREEMENT

This Release, Waiver of Liability, Indemnity and Hold Harmless and Assumption of Risk Agreement is made by and between the undersigned (Patron) and Healing Waters Resort & Spa, a privately owned Colorado resort. Healing Waters Resort & Spa is a recreational health facility which provides outdoor and indoor mineral pool and/or tubs.

The setting and environment at Healing Waters Resort & Spa is a natural one with hazards associated with such an environment, such as, but not limited to, slippery surfaces, low light, hot water, changes in water temperature, ice on sidewalks, hidden obstacles, electrical storms (lightning), wind storms, etc. Patron willingly accepts full responsibilities for the inherent risks identified herein as well as risks not specifically identified. Swim at your own risk. There is no lifeguard on duty.

Use of pool, hot tub and indoor hot baths may be dangerous to certain individuals with chronic health problems, pregnant women and persons taking certain prescription medications or intoxicants; these persons should consult with their physicians before using the facilities of Healing Waters Resort & Spa.

All Patrons are advised that caution should be used when using the facilities, as the hot mineral water may affect some Patron's stability and equilibrium.

Patron desires to use the facilities of Healing Waters Resort & Spa with full knowledge of the inherent risks and dangers of the physical injuries or death that could result therefrom and hereby willingly agrees to assume the risk of, and responsibility for, any such injury and/or death to Patron, Patron's children or other children accompanying Patron who are under the age of 18 years using the Healing Waters Resort & Spa facility.

Therefore, the Patron, in consideration of being permitted to use the facilities of Healing Waters Resort & Spa, hereby waives all claims for all incidental or consequential damages, losses or injuries to Patron, to Patron's children and to any children under the age of 18 years accompanying Patron, and to Patron's property for any reason, including any act or failure to act by Healing Waters Resort & Spa, its owners, guests, managers, staff, employees or other patrons. You may be photographed or videoed while on the premises, and we may use these images in our advertising.

Patron further agrees to defend, indemnify and hold harmless Healing Waters Resort & Spa and all of their officers, shareholders, directors, agents, and employees for any injury or death caused by or resulting from Patron, Patron's children or other children under the age of 18 years accompanying Patron participating in the activities associated with Healing Waters Resort & Spa whether such claim for injury or death is based on negligence, breach of contract, strict liability or any other cause. The Patron will submit all other disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Archuleta County, Colorado.

This waiver shall act to limit the duty of care owed by Healing Waters Resort & Spa to Patron, Patron's children and any other children under the age of 18 years accompanying Patron using the Healing Waters Resort & Spa facility. Patron assumes the risk of all dangerous conditions in and around the premises and waives any and all specific notice of the existence of such conditions.

Infectious diseases are extremely contagious and are believed to spread mainly from person-to-person contact. The best way to prevent illness is to avoid exposure. As a result, the Center for Disease Control recommends: 1) staying home if you are sick or have underlying medical conditions; 2) wash your hands often, use hand sanitizer (minimum 60% alcohol) if soap and water are not available, avoid touching your eyes, nose and mouth; 3) stay at least 6 feet away from other people; 4) wear a face covering; and 5) cough and sneeze into a tissue and throw it away, or into your elbow. I understand that I voluntarily assume the risk of contracting an infectious disease.

This agreement shall be legally binding upon Patron, Patron's heirs, Patron's estate, Patron's assigns, legal guardians, and Patron's personal representatives.

I have carefully read this Agreement and fully understand its contents. I am aware that I am releasing certain rights that I otherwise may have, and I enter into this Agreement on behalf of myself, my children, and all minor children under the age of 18 years accompanying me of my own free will.

All Patrons over the age of 18 years must sign this Agreement prior to being admitted into Healing Waters Resort & Spa.

Date: \_\_\_\_\_ Cashier's Initials: \_\_\_\_\_

**Children under 16 are not allowed in the indoor Hot Bath**

Guest's FULL NAME:

(Please Print Name)

Parent/Legal Guardian for UNDER 18

OR Guest OVER 18:

(Full Signature)

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_____	→	_____
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