



## SPA TREATMENT AND FACILITY USE AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

The undersigned, being at least 18 years old or if he/she is younger than 18 years of age is accompanied by a parent or guardian who has read and signed the following release (hereinafter referred to collectively as "I"), attest that I have read, understood and signed the following release.

**IN CONSIDERATION OF THE USE OF THE POOL AND SPA FACILITIES AT BEAR CREEK, I HEREBY ASSUME ALL RISKS AND HOLD HARMLESS, RELEASE, INDEMNIFY AND DEFEND THE THERAPIST, BEAR CREEK MOUNTAIN REAL ESTATE, LLC, BEAR CREEK MANAGEMENT Co., LLC, ITS SUBSIDIARIES AND AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER 'BEAR CREEK') OF AND FROM ANY LIABILITY, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER WHICH MAY BE ASSOCIATED WITH AND/OR RESULT FROM MY INVOLVEMENT IN SUCH AN ACTIVITY AND/OR ARISING OUT OF OR RELATING TO ANY MASSAGE AND/OR SPA TREATMENT OBTAINED BY ME AT THE SPA AT BEAR CREEK MOUNTAIN RESORT OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME WHILE PARTICIPATING IN THE ACTIVITY AND/OR RECEIVING A SPA TREATMENT OR MASSAGE, INCLUDING BUT NOT LIMITED TO, THOSE INJURIES AND DAMAGES CAUSED BY NEGLIGENCE, RECKLESSNESS OR RECKLESS BEHAVIOR, BREACH OF WARRANTY, AND/OR ANY OTHER IMPROPER CONDUCT, EXPRESS OR IMPLIED, ON THE PART OF BEAR CREEK.**

I understand that Spa Treatment and Therapy provided by the Spa at Bear Creek Therapists and Technicians is intended to enhance appearance, enhance relaxation, reduce pain caused by muscle tension, increase range of motion, improve circulation and offer positive experience of touch. Any other intended purposes for spa therapy are specified below:

The general benefits of massage, possible massage contraindications and the treatment procedure have been explained to me. I understand that massage therapy is not a substitute for medical treatment or medications, and that it is recommended that I concurrently work with my Primary Caregiver for any condition I may have. I am aware that the Therapist does not diagnose illness or disease, and does not prescribe medications. I understand that spinal manipulations are not part of massage therapy.

The purpose and benefits of cocoons, soaks, scrubs, steams, exfoliations and body scrubs including immersion in natural and treated substances have been explained to me. I understand that this treatment may expose me to substances which are liquid and vaporized and that, while designed to be soothing and pain-relieving, treatment is not a substitute for medical treatment or medications. It is recommended that I work in tandem with my Primary Caregiver for any condition that I may have. I am aware that the Therapist does not diagnose or treat illness or disease, and does not prescribe medications.

I understand the benefits of facial treatments which include cosmetic treatment of the face and skin treatments. Facial procedures may include the use of steam, exfoliation, extraction, creams, lotions, masks, peels and massage which may expose me to liquid and vaporized natural and treated substances. I understand that this treatment is not a substitute for medical treatment or medications, and that I should work in conjunction with my Primary Caregiver for any condition that I may have. I am aware that the Therapist does not diagnose or treat illness or disease, and does not prescribe medications.

I understand that the benefits of hair care and cosmetology are to enhance my appearance and that such treatments may include the use of styling products which may contain chemicals, particularly those used in perms, weaves, coloring, extensions, relaxers, curling, and other forms of styling or texturizing, sharp objects including scissors and/or razor blades, and styling tools including hair irons, dryers, brushes, rollers, and diffusers. I understand that I may be exposed to heat, chemicals and sharp objects during the course of my hair care treatment.

I understand the benefits and procedures of semi-permanent hair removal through the process of waxing, which removes hair from the root. I understand that new hairs will grow back, and that over time, hair growth may be less common or may be permanently reduced. Some physicians do not recommend waxing. I acknowledge and have obtained my physician's approval if necessary and understand that sensitive or irritated areas of skin should not be subjected to waxing. I am aware that the Therapist cannot diagnose disease or irritation, does not treat ailments, and does not prescribe medications.

The application of makeup and nail polish including the use of lotions, powders, chemicals, acrylic and gel materials, adhesive products and related massage techniques, has been fully explained to me. I understand and accept the potential risks relating to application of natural and chemically treated substances to my body.

I have informed the Therapist of all my known physical conditions, medical conditions and medications, and I will keep the Therapist updated on any changes thereto. Please let us know if you have any significant health issues such as if you are pregnant, have high blood pressure or a heart condition, muscle or joint injuries, allergies or skin sensitivities, using any medications, or have had any recent surgery. Some conditions may affect our ability to perform your requested treatment or service.

I understand that the use of the indoor and outdoor swimming pools, hot tubs, steam rooms and the fitness facility (hereinafter 'Facilities') are included in my spa visit. If I choose to use the above-mentioned facilities, I understand that their use represents potentially hazardous activities (hereinafter "Activity"). I hereby agree to freely and expressly assume and accept any and all risks of injury or death to me while participating in the Activity. Further, I voluntarily elect to participate in the Activity. I recognize that injuries are a common and ordinary consequence of the Activity.

I agree and understand that:

- Bear Creek does not provide a lifeguard for the pools or hot tubs. I SWIM AT MY OWN RISK.
- I assume the risk for drowning, slipping, and falling in and around the pool and hot tub facilities.
- Diving is not permitted in any pool or hot tub at Bear Creek. I risk serious injury or death by diving into any pool or hot tub.
- I must wear proper attire for the facilities. Cut off shorts and other street clothes are not permitted.
- I must shower or rinse before entering pools and hot tubs.
- Bear Creek reserves the right to close pools and hot tubs at any time for any reason without prior notification.
- It is my responsibility to be aware of any sensitivity I may have to pool sanitizing chemicals or additives. Bear Creek is not responsible for any allergic reaction to pool conditions.
- Use of fitness equipment is at my own risk and unsupervised.
- It is recommended to use a spotter when using any fitness equipment.
- By using any of the facilities I attest that I am in sound physical condition and the use of such facilities is not restricted by my doctor.

By execution of this release, Bear Creek shall be indemnified by me for any injury to other person(s) or property which I may cause as a result of engaging in this Activity or in use of the Spa or in receiving services and/or treatments from the Spa personnel. I contractually agree that any and all disputes between myself and Bear Creek arising from my participation in the Activity or in the use of the Spa or in receiving services and/or treatments from the personnel of the Spa including any claims for personal injury and/or death, will be governed by the laws of the Commonwealth of Pennsylvania and exclusive jurisdiction thereof will be in the state court residing in Berks County where the alleged tort occurred or the federal courts of the Commonwealth of Pennsylvania.

In the event any section of this release is found to be unenforceable, the remaining terms shall be fully enforceable. This release shall be binding to the fullest extent permitted by law. This release shall be binding upon my assignees, subrogors, distributees, heirs, next-of-kin, executors, personal representatives, and administrators and may be pled by Bear Creek as a complete bar and defense against any claim, demand, action or causes of action brought by me or on my behalf.

If the participant is a minor, I agree that I am signing as a parent or legal guardian who is at least 18 years of age. I further attest that I have read this release to the minor in age appropriate language and the minor understands the implications of this release and contract and agrees to the terms and conditions set forth herein. I agree to defend and indemnify Bear Creek for any action that is brought by or on behalf of the minor, even if it is alleged that the minor's accident was caused by Bear Creek's negligence.

**I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTOOD ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

Participant Name \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_