

Fortune Bay Resort Casino Mobile Sauna - WAIVER

ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS
PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

I have been provided the opportunity to participate in use of The Sauna (the "Sauna") and hereby voluntarily agree as follows:

ACKNOWLEDGEMENT OF RISKS: My participation in the Sauna involves known and unknown risks, dangers, and hazards that may cause death, personal injury, damage to personal property and loss of personal property. The risks and consequences I am acknowledging include, but are not limited to:

- Slippery surfaces caused by water, ice, snow, or other substances;
- Exposure to cold temperatures;
- Exposure to hot temperatures;
- Exposure to hot equipment;
- Increased internal body temperature;
- Collisions or contact with other persons and objects inside or outside of the Sauna;
- Exposure to airborne illnesses or transmittable diseases;
- Defects or weaknesses in the design, construction, repair, or modification of the Sauna;
- Visible and invisible natural or man-made hazards in or around the Sauna;
- Other foreseeable and unforeseeable risks that contribute to the unpredictability of my participation in the Sauna.

REPRESENTATION OF FITNESS: I am physically and mentally fit to participate in the Sauna. I do not have any medical condition, such as anhidrosis, that interferes with my ability to sweat. I am not pregnant and am not subjecting a fetus to excessive body temperatures that may cause fetal damage during pregnancy. I am not taking or under the influence of any drugs, alcohol, medication, or other substance affecting my mental or physical state.

ASSUMPTION OF RESPONSIBILITY: I am responsible for my own safety and personal property. I cannot and will not rely on anyone other than myself to keep me or my personal property safe before, during, or after participating in the Sauna. My participation in the Sauna is voluntary and I can refuse to participate or quit participating in the Sauna at any time for any reason.

ASSUMPTION OF RISK: I assume all risk and responsibility for death, personal injury, damage to personal property and loss of personal property that I sustain in connection with my participation in the Sauna, except to the extent such damages, injuries, or death results from

conduct gross negligence or intentional misconduct by Fortune Bay Resort Casino and its officers, employees or agents acting within the scope of their employment.

WAIVER AND RELEASE FROM LIABILITY; COVENANT NOT TO SUE: I, for myself and for my personal representatives, executors, administrators, heirs or next of kin, forever waive, release, discharge, agree to hold harmless, and covenant not to sue Fortune Bay Resort Casino, and its owners, members, employees, officers, directors, agents, and other affiliated persons or entities from any and all liability for any death, personal injury, damage to personal property, loss of personal property, costs, expenses, attorney's fees, actions, causes of action, suits, obligations, judgments and claims of any nature that I sustain in connection with my participation in the Sauna, except to the extent such damages, injuries, or death result from gross negligence or intentional misconduct.

INDEMNIFICATION: I indemnify and agree to hold harmless Fortune Bay Resort Casino and its owners, employees, officers, directors, agents, and other affiliated persons or entities from any and all liability for any death, personal injury, damage to personal property, loss of personal property, costs, expenses, attorney's fees, actions, causes of action, suits, obligations, judgments and claims of any nature arising from, or in connection with, my participation in the Sauna.

AUTHORIZATION: Without creating any obligation, I authorize any medical treatment deemed necessary in the event of any injury or illness I sustain while participating in the Sauna. I either have appropriate insurance, or in the absence of insurance coverage, I agree to pay all costs of medical treatment provided to me.

RIGHT OF PUBLICITY: I authorize and consent to the use of my name, image, or likeness for commercial purposes in connection with the promotion and marketing of Fortune Bay Resort Casino.

BINDS HEIRS. It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased.