

## USE AGREEMENT, POLICIES, WAIVER AND RELEASE OF LIABILITY

I, \_\_\_\_\_ (herein after referred to as "Client") desire to use the facilities of West Hollywood Community Health and Fitness Center, dba Voda Spa (herein after referred to as the "Spa"), located at the above referenced address, and in consideration for using the Spa and its related services, Client agrees to the following terms and conditions therein:

1. I acknowledge and affirm that I am in good physical condition, including the absence of any skin conditions that may react to the treatments/facilities provided by Voda Spa, and have consulted with a physician who approves Client's use of the Spa and its related services, including without limitation, the steam room, sauna, Jacuzzi, swimming pools, whirlpool, cold baths, tanning booths, massages, manicure/pedicure, hair salon, botox and facial enhancements, gymnasium, and dining areas.

2. I acknowledge that I will be engaging in activities that involve risk of serious injury, including permanent disability and death, in which severe social and economic losses may result not only from my own actions, inactions, or negligence, but from the action, inaction, or negligence of others, the condition of the equipment and/or the facilities (including parking lots), and/or other risks that may not be known to Client at the this time.

3. I further acknowledge that there are potentially dangerous conditions that are present at the Spa, including without limitation, extreme heat, extreme humidity, extreme cold, slippery surfaces and floors, including the presence of water, soap, and oils, heavy equipment, including weights, and chemicals from the use of hair and nail related products.

4. I agree that before I use any of the Spa services and/or facilities that I will thoroughly inspect and examine the facilities and/or equipment to determine whether said facilities and/or equipment are in safe proper working condition. In the event that I determine that anything related to the facility and/or equipment is unsafe, I will immediately advise and inform the Spa of the unsafe condition and I will not utilize the facility and/or the equipment until such conditions are corrected and made safe for use by Client.

5. DESPITE BEING AWARE OF THE RISKS INVOLVED FOR THE USE OF THE SPA AND ITS RELATED SERVICES, CLIENT VOLUNTARILY DESIRES AND AGREES TO USE THE SPA AND ITS RELATED SERVICES. CLIENT ASSUMES ALL FOREGOING RISKS AND ACCEPTS PERSONAL RESPONSIBILITY FOR ANY DAMAGES FOLLOWING SUCH INJURY, PERMANENT DISABILITY, OR DEATH.

6. As further consideration for the privilege to use the Spa and its related services, Client agrees that neither he/she, nor his/her spouse, domestic partner, heirs, assignees, guardians, or legal representatives will make any claim against the Spa or any of its officers, directors, employees, agents, independent contractors, shareholders, insurance companies, attorneys, affiliates, subcontractors, vendors, landlords, lessors, and/or its successors in interest for any injury, property loss, and/or damages resulting from Client's presence and use of the Spa and its related services, including use of the parking lot operated by the Spa or its vendors.

7. CLIENT RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE SPA OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, SHAREHOLDERS, INSURANCE COMPANIES, ATTORNEYS, AFFILIATES, SUBCONTRACTORS, VENDORS, LANDLORDS, LESSORS, AND/OR ITS SUCESSORS IN INTEREST (COLLECTIVELY, "RELEASEES") FROM DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF INJURY, INCLUDING DEATH OR DAMAGE TO PROPERTY, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE RELATED TO THE USE OF THE SPA AND ITS RELATED SERVICES, INCLUDING THE USE OF THE PARKING LOT OPERATED BY THE SPA OR ITS VENDORS.

8. CLIENT FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD SPA, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, SHAREHOLDERS, INSURANCE COMPANIES, ATTORNEYS, AFFILIATES, SUBCONTRACTORS, VENDORS, LANDLORDS, LESSORS, AND/OR ITS SUCESSORS IN INTEREST HARMLESS FROM ALL CLAIMS, ACTIONS, OR DEMANDS, WHETHER OR NOT SUCH MATTERS ARE FILED IN A COURT WITH PROPER JURISDICTION OR THROUGH ARBITRATION, THAT MAY RESULT FROM MY USE OF THE SPA AND ITS RELATED SERVICES, INCLUDING WITHOUT LIMITATION, CLAIMS FOR BODILY INJURY, EMOTIONAL INJURY, SICKNESS, LOSS OF PROPERTY, AND/OR OTHER DAMAGES.

9. I acknowledge that the Spa has the right to refuse service and the use of the facilities to any person whose conduct is harassing, offensive, inappropriate or is an unreasonable disturbance to other clients, guests, vendors, employees, agents, and/or independent contractors, and that any such conduct which shall result in the Client's expulsion and termination of the use of the Spa and its related services, without refund of moneys advanced for such use and services.

I HAVE CAREFULLY READ THE ABOVE USE AGREEMENT, WAIVER AND RELEASE OF LIABILITY AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.

Dated: \_\_\_\_\_

\_\_\_\_\_  
CLIENT SIGNATURE

## VODA SPA POLICIES

**Safe Deposit Boxes:** Voda Spa provides its clients safe deposit boxes (“SDB”) for the storage of wallets, money, jewelry, credit cards, and other valuables during your visit to Voda Spa. This service is a courtesy to our clients. Voda Spa shall provide its clients with a key to the SDB. The SDB cannot be opened without two keys: one retained by Voda Spa, the other retained by the client. The client assumes all responsibility and risk for lost or stolen items that have not been secured in the SDB, including items that were placed in lockers by the client. Client will be charged the cost for lost SDB keys provided to Client by Voda Spa, including the cost of hiring a locksmith to replace and reset the lock.

**Post Office Boxes:** Voda Spa provides a limited number of post office boxes (“POB”) for rent at Voda Spa. The fees for rental of the POB are provided in a POB rental agreement. Voda Spa shall not be liable for any materials delivered to the client’s POB.

**Spa Wear:** Voda Spa provides its clients with a clean robe and non-skid, clean slippers for use during your stay at Voda Spa. While clients may use their own robe and slippers, any such use shall be at the client’s own risk, including without limitation, the risk of slipping/falling from improper traction of the client’s own slippers.

**Video:** Voda maintains video surveillance of the front premises and pool area for security purposes. However, client privacy issues are fully respected by Voda Spa and there are no such security surveillance in the locker room, sauna areas, massage areas, and the health and beauty areas of Voda Spa.

**Inappropriate Behavior:** Voda Spa reserves the right to refuse service and/or the use of the facilities to any person whose conduct is harassing, offensive, lewd, inappropriate, loud, boisterous, or is an unreasonable disturbance to other clients, guests, vendors, employees, agents, and/or independent contractors. At Voda Spa’s sole discretion, any such conduct, which results in the client’s expulsion and termination of the use of the facilities and its related services, will be without refund of moneys advanced for such use and services.

**Hot Surfaces:** Throughout the Voda Spa there are a number of areas that contain extremely hot surfaces including, without limitation, the walls, floors, doors, bricks, seats, benches, rocks, and heating elements within the saunas and steam rooms. Client acknowledges that he/she is aware of the danger and risks of contact with these surfaces.

**Clients with Disabilities:** Voda Spa provides equal access to all of its facilities for our disabled clients. If the client needs assistance in travel to or use of any of the Voda Spa facilities, Voda Spa will provide personal assistance to insure that our disabled clients have full and complete use and enjoyment of the Voda Spa.

**Daily Entrances:** Daily entrance for the use of the spas, saunas, and pools shall be restricted to no more than **4** hours per entrance. Any use of the spas, saunas, and pools in excess of this time shall result in an additional charge. Voda Spa may issue daily entrance cards for use by the client designated on such card. The daily entrance cards are non-transferable and shall only be used by the named cardholder.

**Credit Card Policy:** Use of the facilities at Voda Spa requires that that client authorize a charge on his/her credit card for services/food/beverages/products to be purchased during each visit. Client authorizes Voda Spa to charge a pre-set amount up to \$\_\_\_\_\_ for expenses incurred while using Voda Spa. Upon leaving Voda Spa, the client shall be credited for the unused portion of the initial pre-set amount.

**Food and Beverage:** Client shall not bring into Voda Spa any food and beverage purchased from outside the facilities. Food and beverages purchased at Voda Spa shall only be permitted for consumption at designated areas.

**Liability for Damages:** Client shall be responsible for all damages to the facilities caused by client and client’s family members and/or guests. Client agrees that Voda Spa may charge client’s credit card for any such damages.

**No Smoking:** Other than the upstairs, outdoor patio area, there is no smoking inside the Voda Spa facilities.

**No Photographs/Videos:** Voda Spa respects its clients’ privacy and does not permit its clients to take photographs or video of other clients at Voda Spa. This policy includes, without limitation, the prohibition of the use of cell phones to take such photographs/videos. Voda Spa shall not be liable for the acts of other clients who violate this policy. If a client observes or has a reason to believe that another client has violated this policy, please immediately inform the Voda Spa staff management for investigation. Anyone violating this policy shall be prohibited from using the facilities.

**Lost / Damage:** Voda Spa is not responsible for any personal items that are lost or damaged during your stay at our facility

Dated: \_\_\_\_\_

\_\_\_\_\_  
CLIENT SIGNATURE