

Release, Waiver, Hold Harmless and Assumption of Risk Agreement

This Release, Waiver, Hold Harmless and Assumption of Risk Agreement (Agreement) is made by and between the undersigned ("Members") and JACKSON WELLSPRINGS, LLC, an Oregon limited liability company located at 2253 Highway 99 North, Ashland, Oregon (hereafter "WellSprings"). As used herein, "WellSprings" shall include the limited liability company, partnership, officers, property owners, employees, legal representatives, servants, assigns, heirs and the Health Research Institute (HRI), its board of directors, employees, legal representatives, and servants. As used herein, "facilities" shall include all grounds either owned or leased by WellSprings or HRI including all spa facilities, camping facilities, parking lot, R.V. Park and Mobile Home Park located at the 2253 Hwy 99 North, Ashland, Oregon. As used herein, "Members" shall include the undersigned, who is of legal age, who uses the facilities, the undersigned's spouse, legal representatives, heirs and assigns.

WellSprings is a "Members-only" facility. As a "Members-only" facility, Wellsprings has no lifeguard to supervise its swimming pools. In the absence of lifeguard supervision, WellSprings requires children less than fourteen (14) years of age to be accompanied by a responsible adult – particularly in the swimming pools, sauna, and steam room – so that Members can insure the safety of their children.

- 1. ENVIRONMENTAL HAZARDS.** Spa and swimming facilities combine the natural elements of heat, water, and gravity. As such, there are dangers and risks associated with use of this facility including water-born illnesses; heat exposure, heat injuries and burns; drowning ; and slipping and falling on wet or icy surfaces. Those with balance problems, lower extremity weakness or neuropathy, and obesity are particularly at risk to falling. The property abuts the forest. As such, spiders and snakes, bees and yellow jackets, bear and cougar have been sited on the property. Poisonous plants grow on the premises. Enter at your own risk. Take responsibility for your actions and the actions of your children and guests. WellSprings is not responsible for injury or illnesses which result from use of this facility.
- 2. MEDICAL HAZARDS. Using hot tubs, saunas, steam rooms and showers may be medically dangerous.** Heat can exacerbate certain medical conditions. Members who are pregnant and those with chronic health problems such as heart, respiratory, circulatory or skin conditions, diabetes, obesity, and extremity weakness should consult their health care providers before using the spa and swimming facilities at the Wellsprings. Exposure to heat and cold and to moisture can influence blood pressure, blood sugar, heart rate, and body temperature in a deleterious manner, resulting in lightheadedness, dizziness, weakness, falls, loss of consciousness, heart attack, arrhythmia, stroke and death. Furthermore, although WellSprings regularly cleans and monitors its facilities and strives to provide an environment that is clean and safe, as a public facility Members may be exposed to bacteria, viruses, parasites, or other communicable diseases.
- 3. USE OF ALCOHOL DISCOURAGED.** The consumption of alcohol is strongly discouraged, either before or during use of the WellSprings facilities. Alcohol may exacerbate health conditions, decrease coordination, impair judgment, and / or cause lightheadedness, falls, or loss of consciousness.
- 4. PERSONAL INJURY.** Massage or spa services can result in physical discomfort or personal injury. It is the Members' responsibility to inform the massage therapist of pre-existing health conditions or pregnancy.
- 5. NON-EXCLUSIVE SERVICES.** Members understand that the services provided by WellSprings are available elsewhere. Those who choose to use the facilities at Wellsprings enter with full knowledge of the inherent risks and dangers associated with this facility and of the physical and emotional injuries that might result from use of this facility. In signing this Agreement Members hereby agree to assume responsibility for any such injury or illness.
- 6. PROPERTY THEFT OR DAMAGE.** The WellSprings assumes no responsibility for damage or theft of personal property while on the premises and assumes no responsibility for the offensive or criminal acts of third parties.
- 7. AGREEMENT REQUIRED.** WellSprings will not permit use of its facilities without the execution of this Agreement and reserves the right to refuse service to anyone.

In exchange or consideration for being permitted to use the WellSprings facilities, the undersigned hereby voluntarily releases, waives, exempts, discharges the WellSprings and, furthermore, agrees to relinquish any and all claims or causes of action for personal injury, emotional distress, or property theft or damage which may arise from using the facilities, whether caused by any act, or failure to act, negligent or otherwise, of WellSprings or its staff or employees.

The undersigned expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Oregon and that if any portion of this Agreement is held invalid or unenforceable, it is agreed that the remaining provisions, notwithstanding, shall remain in full legal force and effect.

The undersigned acknowledges that He/She has read the above Hold Harmless and Assumption of Risk Agreement, has read the Rules and Regulations on the reverse side of this page, fully and completely understands the potential dangers incident to using these facilities, fully and completely assumes the risks of injury and loss attendant to such use, and is fully aware of the legal consequences of signing this Agreement.

Members Printed Name: _____ Members Signature: _____ Date: _____, 201__