



Sauna in the Parks
Waiver and Release of Liability

The individual named below (referred to as “I” or “me”) desires to participate in hot sauna use with an optional open water cold plunge. Please consult your physician if you are in doubt about your ability to participate in the Sauna in the Parks program.

ACKNOWLEDGEMENT OF RISKS: My participation in the Sauna in the Parks program (“the program”) 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:

- Exposure to hot temperatures;
- Exposure to cold temperatures;
- Exposure to hot surfaces and equipment;
- Slippery surfaces caused by water, ice, snow, or other substances;
- Increased body temperature;
- Exposure to airborne illnesses or transmittable diseases.

REPRESENTATION OF FITNESS: I am physically and mentally fit to participate in the program. 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 program. My participation in the program is voluntary and I can refuse to participate or quit participating in the program at any time for any reason.

ASSUMPTION OF RISK: I assume all risk and responsibility for death, personal injury, illness, damage to personal property and loss of personal property that I sustain in connection with my participation in the program, except to the extent such damages, injuries, or death results from conduct that constitutes greater than ordinary negligence under Minn. Stat. § 604.055.

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 the City of Minnetonka, its employees 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 program. In accordance with Minn. Stat. § 604.055, this paragraph does not apply to damages, injuries, or death that result from conduct that constitutes greater than ordinary negligence by the City of Minnetonka or its employees.

I acknowledge that I have read this document, and I fully understand its contents. I am aware that this is a legal contract affecting my legal rights, and I sign it of my own free will.

Participant’s Name (Printed)

Signature

Date