

## **TERMS AND CONDITIONS**

### **YOU MUST**

Always talk quietly in a soft voice and not talk in the log fired sauna. Ensure long hair is tied up and avoid wearing any makeup, lipstick or other skin products that may dissolve in the pools. Shower with soap before using any of the pools, spas or saunas. Sit on a towel when in the saunas. Not bring in or use phones, cameras or mobile devices. Always wear bathers unless a particular session is designated as “bathers optional”. Be 18 years or older however you may be accompanied by two guests 16 years and older. Not smoke or bring glass, alcohol, drugs or illicit substances inside the Bathhouse.

### **HEALTH AND WELLBEING**

The bathhouse, facilities, products and services are provided for relaxation and recreational purposes only.

You must advise us at the time of booking if you have any mobility or balance issues or any medical conditions such as high fever, diarrhoea, hypertension, cancerous conditions, risk of haemorrhaging, anaemia, cardiac issues, stroke issues, pregnancy, liver disorders, kidney disorders, circulation disorders, neurological conditions, diabetes or any other medical condition which may be impacted by use of the facilities or services (**“Notifiable Medical Conditions”**). In which case, we may ask you to sign an additional waiver form confirming you have been informed of the risks of entry.

The bathhouse is not suitable for guests with mobility, balance, cardiac, neurological or acute health issues. Certain bathhouse facilities may be physically strenuous or difficult and you voluntarily participate in them in the full knowledge that there is risk of personal injury or death. In particular please note the sauna’s are accessed via compact doorways and have subdued lighting, the volcanic hot rocks inside the log fire sauna are exposed, there are steps and platforms in and around the pools & saunas and caution should be exercised when moving between hot and cold facilities to avoid dizziness or fainting.

We make no warranties or representations as to the benefits of hydrotherapy or hot & cold therapy. You must make your own enquiries as to whether use of the facilities is right for you in consultation with your medical practitioner.

### **WE RESERVE THE RIGHT TO:**

1. Prohibit entry to, or require to leave, any person we believe is under the influence of alcohol or drugs, is abusive, harassing, threatening or sexually suggestive to other guests or staff, displays symptoms of a contagious or offensive disease/condition or engages in any unsafe or dangerous behaviour.
2. Change prices and services without notice.
3. Close one or more of the facilities due to capacity considerations, facility maintenance requirements, safety issues or private events.

## **PLEASE NOTE THAT**

We are not responsible for the security or loss of your valuables and recommend any such items are left at home or in your car. We will keep any unclaimed lost property for one month, at which time we may donate it to a local charity.

## **CANCELLATIONS**

You may cancel or reschedule your booking by giving us at least 24 hours' notice prior to your booked session time. If a cancellation notice is not given, or the session is not attended (that is, you are more than 15 minutes late), you will be charged in full for the booking.

## **LIMITATION OF LIABILITY**

To the maximum extent permitted by law, we exclude:

1. All conditions, guarantees or warranties expressed or implied by law; and
2. Any liability to you or to any third person however arising (and whether arising under statute, negligence or otherwise) for any personal injury or death to you or any third person, or for any special, direct, indirect or consequential loss or damage (including, but not limited to, loss of income or revenue, loss or interruption of business, loss of profits, revenue or contracts, loss of anticipated savings, loss of data, loss of use, loss of privacy or loss of goodwill), arising out of, or in connection with, any person's access and/or use of the bathhouse, facilities, products and services.

Without limiting the generality of the foregoing, you agree that in no event shall our maximum aggregate liability exceed the total amounts you have paid to us in the past 12 months. You acknowledge and agree that the limitations of liability contained in this section are a fair and reasonable allocation of the commercial risk between the parties.

## **INDEMNITY**

You agree to indemnify us and our officers, directors, employers or contractors (collectively, the "Indemnified") and to keep indemnified and hold harmless the Indemnified from and against any and all actions, claims, demands, losses, damages, taxes, liabilities, costs and/or expenses that may be incurred by, or sustained by, the Indemnified arising out of, or in connection with, your access to, and use of, the bathhouse, facilities, products and services and any breach by you of these terms and conditions, or your or anyone else's use of the bathhouse, facilities, products and services. This indemnity survives termination of the terms and conditions.

## **ACKNOWLEDGEMENT AND ACCEPTANCE**

By accessing any of our services you agree that you have read and agree to the Terms and Conditions above including that use of the bathhouse, facilities, products and services is at your own risk and is intended solely for the purpose of relaxation and recreation.