

AGREEMENT AND RELEASE OF CLAIMS FOR USE OF HOT TUB AT ANY HOT TUB LOCATED AT A SEA-NIK VACATION RENTAL PROPERTY:

The Primary renter agrees to use extreme caution and care in the hot tub on the premises and to pay any and all repair charges for damage caused by the renter or the renter's family members, guests, invitees, agents, and/or employees.

Renter further agrees that all above-mentioned will shower and clean feet upon use of hot tub. Furthermore, agreement is made that NO oils, bubble bath, soaps, other liquids, or any other harmful materials will be used in the hot tub.

No glass products whatsoever are allowed in or around the hot tub.

Our hot tub is inspected, chemicals adjusted after each renter has checked out, and refilled regularly. It is normal to see white particles in the water which is the bromide sanitizing.

If any items such as soaps, bath products, food, alcohol, etc. are found in the tub, the renter will be charged a cleaning fee of \$75.

Damage to any cover will result in a \$400 charge. Cover should remain on the hot tub at all times when not in use.

Renter agrees that there will be no horseplay in the hot tub as well as not to sit on, jump on, or misuse the hot tub cover in any manner.

Renter authorizes Sea-Nik Vacation Rentals to charge the credit card on file for any of the above charges (no checks accepted for damages to hot tub or hot tub cover).

Renter agrees that if they choose not to use the Hot Tub, the Hot Tub fee is non-refundable.

Renter agrees that within 30 minutes of arrival, renter will report any problems with the hot tub to Nikki at: 541-547-3036 or 541-961-7316.

The renter further agrees to defend, indemnify and hold harmless Sea-Nik Vacation Rentals and it's owners, and employees from any and all claims, damages liabilities, or losses whatsoever arising out of or in any way associated with the renters use of the tub, including but not limited to death, personal injury, or property damage.

The agreement and release is hereby incorporated into and made a part of any other agreement between the renter and Sea-Nik Vacation Rentals in the event legal action is commenced to interpret or enforce the terms of this Agreement and costs, whether incurred during litigation, at trial, or on appeal. By signing this document, the renter acknowledges and represents that (s)he has read the terms hereof and understands the legal effect of his/her signature.

HOT TUB GUIDELINES:

- YOU ARE USING THE HOT TUB AT YOUR OWN RISK.
- PREGNANT WOMEN, PERSONS WITH HEART DISEASE, DIABETES OR HIGH BLOOD PRESSURE PROBLEMS AND ELDERLY PEOPLE SHOULD NOT USE A HOT TUB OR SPA WITHOUT A DOCTOR'S PERMISSION.
- WE DO NOT ADVISE YOUNG CHILDREN TO USE THE HOT TUB. In the event that you allow a minor to use the HOT TUB, they must BE SUPERVISED AT ALL TIMES.
- HOT TUB TEMPERATURES CANNOT BY LAW EXCEED 104 DEGREES.
- NEVER USE A HOT TUB OR SPA ALONE.
- LIMIT TIME IN THE HOT TUB OR SPA TO NO MORE THAN 15 MINUTES.

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- NO GLASS PRODUCTS WHATSOEVER IN OR AROUND HOT TUB.
- DO NOT USE A HOT TUB OR SPA IF THE WATER TEMPERATURE IS MORE THAN 104 DEGREES FAHRENHEIT.
- THE HIGH WATER TEMPERATURE IN A HOT TUB OR SPA WILL ACCELERATE DROWSINESS IF A PERSON HAS CONSUMED ALCOHOL OR IS TAKING DRUGS, INCREASING THE RISK OF DROWNING.

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Signature of Primary Renter

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Date

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