

LIABILITY WAIVER & ASSUMPTION OF RISK AGREEMENT

Buck Creek Outdoors

("the Facility," "we," "us," or "our")

1. Acknowledgment of Nature of Activity

I acknowledge that I am voluntarily participating in activities at Buck Creek Outdoors, which may include, but are not limited to:

- Use of a wood-fired sauna
- Exposure to high heat and/or steam
- Use of a cold plunge or cold-water immersion
- Use of outdoor facilities, fire pits, seating areas, showers, and changing areas
- Walking on natural and uneven terrain
- Participation in group or private sessions without supervision

I understand that these activities are inherently risky and involve physical exertion, exposure to heat, cold, fire, water, and outdoor environmental conditions.

2. Assumption of Risk

I knowingly and voluntarily assume **all risks**, whether known or unknown, foreseeable or unforeseeable, including but not limited to:

- Slips, trips, and falls on wet, icy, uneven, or natural surfaces
- Burns from hot surfaces, sauna stoves, rocks, steam, fire pits, embers, or heated equipment
- Heat exhaustion, heat stroke, dehydration, dizziness, fainting, nausea, or cardiac events
- Cold shock, hyperventilation, cramping, dizziness, or fainting related to cold plunge use
- Injuries resulting from improper use of equipment or failure to follow posted guidelines
- Injuries caused by other guests' actions
- Insect bites, wildlife encounters, plant exposure, or allergic reactions
- Damage to or loss of personal property

I understand that sauna use and cold exposure can place stress on the cardiovascular system and may not be suitable for all individuals.

3. Health & Medical Acknowledgment

I certify that:

- I am physically and medically capable of participating in sauna and cold plunge activities
- I have consulted a medical professional if I have any concerns regarding my health
- I am not aware of any medical condition that would make participation unsafe
- I understand that Buck Creek Outdoors does **not** provide medical advice, screening, or supervision

I understand that I am solely responsible for monitoring my own condition and exiting activities if I feel unwell.

4. Alcohol & Substance Use

I understand that alcohol consumption may increase the risks associated with heat, cold exposure, dehydration, and impaired judgment.

Alcohol is permitted on a **bring-your-own basis only**. I agree that:

- I will consume alcohol responsibly
 - I will not participate while visibly intoxicated
 - I assume all risks associated with alcohol consumption before or during my visit
 - Buck Creek Outdoors is not responsible for injuries related to alcohol or substance use
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5. Unsupervised Use

I acknowledge that:

- Activities at Buck Creek Outdoors are **self-directed and unsupervised**
 - No staff member is monitoring my physical condition, behavior, or safety
 - I am responsible for following posted rules and using equipment properly
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6. Minors

If I am a parent or legal guardian signing on behalf of a minor:

- I consent to the minor's participation
- I acknowledge that minors must be supervised by a parent or guardian at all times
- I assume all risks on behalf of the minor
- I release Buck Creek Outdoors from liability for the minor's participation

7. Release of Liability

To the fullest extent permitted by law, I hereby release, waive, and discharge Buck Creek Outdoors, its owners, operators, employees, agents, and representatives from **any and all claims, demands, causes of action, or liability** arising out of or related to my participation, including but not limited to claims for:

- personal injury
- illness
- death
- property damage

This release applies even if such claims arise from negligence, except where prohibited by law.

8. Indemnification

I agree to indemnify and hold harmless Buck Creek Outdoors from any claims, damages, losses, or expenses (including legal fees) arising from:

- my participation
 - my actions or omissions
 - injuries caused to others by me or those in my care
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9. Personal Property

I understand that Buck Creek Outdoors is not responsible for lost, stolen, or damaged personal items, including clothing, phones, jewelry, or vehicles.

10. Weather & Environmental Conditions

I acknowledge that activities take place outdoors and may involve changing weather conditions, including rain, snow, ice, wind, darkness, or extreme temperatures. I assume all related risks.

11. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the **State of Kansas**.

12. Severability

If any portion of this Agreement is found unenforceable, the remaining portions shall remain in full force and effect.

13. Acknowledgment & Signature

I confirm that:

- I have read and understand this Agreement
- I am signing voluntarily
- I understand that I am waiving certain legal rights

Participant Name: _____

Signature: _____

Date: _____

If signing for a minor:

Minor's Name: _____

Parent/Guardian Name: _____

Signature: _____

Date: _____