

King Spa & Waterpark Member & Guest Rules and Regulations

Agreement to use King Spa & Waterpark

To proceed with this agreement you must be at least eighteen (18) years of age and be able to enter into a legal agreement. If you are under the age of eighteen (18), or unable to enter into a legal agreement, your parent or legal guardian must read and agree to the terms herein by signing this agreement where indicated below.

This agreement is between King Spa & Waterpark, LLC ; DBA King Spa & Sauna, herein referred to as "Spa" and any member of the public who becomes a member or guest of the Spa.

Uh Seo Oh Se Yo(Welcome)! We welcome you on becoming a member and/or a guest at one of America's finest spa & saunas. We feature some of the most extensive and authentic Korean dry sauna rooms and facilities in the area.

To help ensure your safe use and enjoyment of our facilities, we have established the following rules and regulations that we require everyone to follow. Portions of our rules and regulations may also be verbally communicated to you or printed on signs posted at the front desk of the Spa. Please review and familiarize yourself with them. You may ask to speak with the on duty manager if you have any questions.

MEMBERSHIP

Membership cards are not transferrable. Full refunds on any membership can be given within 24 hours of purchase. In the event of a membership termination for any reason (not initiated by the Spa), the refund amount will be calculated by subtracting \$35 per day the member was in possession of the membership card from the lump sum amount paid at the start of membership. Refunds are only available in cases where the full membership amount was paid up front.

REWARDS CARD

Points accumulated on Rewards cards cannot be combined with points from other cards. Reward points do not expire. Lost cards cannot be replaced and any points on that card will be lost. Rewards card must be presented to the cashier prior to payment in order to receive earned points.

CHECKING IN & OUT

Members/guests must check-in at the front desk upon entering the Spa. Membership cards must be handed to the cashier upon each visit to the Spa. Membership cards may not be shared with anyone. Employees of the Spa may require members/guests to show additional photo identification prior to admittance. A fee of \$35 may be charged to replace lost or stolen membership cards.

Spa staff may request members/guests to leave a car key, driver's license or other form of identification with the front desk as a deposit in the event a member/guest needs to step outside of the Spa momentarily or until the member/guest has completed the checkout process.

Only children under the age of two will be granted free admission.

There are no in/out privileges at the Spa, if you wish to leave, you must check out completely and pay all balances due prior to leaving the Spa.

Customers staying over 2am and customers checking in between 2am-4am will be charged \$10 overnight fee. After 24 hours guests will be charged another entrance fee.

The Spa reserves the right to conduct a security check on anyone who triggers our security alarm. This may involve the verification of the contents inside any bags, articles of clothing, or items on your body.

HEALTH AND SAFETY

The Spa requires all members/guests who have any health, mobility or any other condition which requires the assistance of another person, regardless of age, to be accompanied by an adult member/guest at all times while visiting the Spa. That person must be of the same sex and be able to assist the person in their charge without needing assistance in anyway for him/herself.

Anyone entering the Spa assumes full responsibility of their medical/health condition, to include but not limited to, any medications the guest or member may be taking which could result in a medical emergency or unsafe condition. All members/guests must know their own limitations and assumes all risks associated with any activities in which they may engage in at the Spa.

The Spa and its staff is not qualified to diagnose, examine or treat any medical condition of any sort and any comment or suggestions should not be construed as being medically appropriate. Do not use the Spa's facilities if you have or have

been told you have any condition including open cuts, abrasions, sores, infections, maladies or the inability to maintain personal hygiene or if such a condition poses a threat to the health or safety of yourself and or others. You agree to use the facilities in accordance with all applicable public health requirements.

It is the responsibility of each member/guest to consult with their medical professional to determine if they have any of these medical conditions and, if so, whether such a condition poses a threat to the health or safety of yourself or others.

The Spa reserves the right to refuse entry to anyone that may pose a health or safety risk to other members/guests or the staff of the Spa.

Anyone under the age of 18 must provide the consent of a parent or legal guardian prior to entry with a signature on the waiver form provided in this document. In doing so the parent or legal guardian assumes any and all risk and liability of the minor during the entire time period said minor is at the Spa.

The Spa reserves the right to deny entry to anyone for concerns of health or safety.

No horseplay of any kind is permitted at the Spa.

Any violation of our policies, rules or regulations may result in the removal of both the parent and child(ren) from the Spa. No refunds will be issued if members/guests are asked to leave the Spa.

BODY SCRUB AND MASSAGE

The process of dermal exfoliation known as "Body Scrub" and any body massage involves physical contact and varying degrees of pressure which is applied to and through the skin to affect the muscles, including some stretching of the body. Even though care is taken to ensure none of our members/guests experience any discomfort during this process, we are not always able to account for the uniqueness of each individual or any pre-existing conditions and or sensitivities.

Members/guests are fully responsible to alert the therapist to any bodily condition and explain how they would like the proceed.

It is the responsibility of the member/guest to alert the therapist immediately to any discomfort and request any modifications during the treatment.

GENERAL PROCEDURE

- Only one Spa uniform will be provided.
- Members/guests are required to wear the Spa uniform in the unisex area all the time. No other type of clothing is permitted.
- Members/guests may not loiter in the lobby/front desk area in the Spa uniform.

Lockers are available for daily use only by members/guests. We recommend that members/guests do not bring valuables into the Spa. Each person will be provided a key to secure their locker while using the Spa. You are responsible for keeping track of your locker key at all times. We are not responsible for lost or stolen locker keys. There will be a \$10 fee for any locker key lost or stolen.

DO NOT LEAVE VALUABLES UNPROTECTED. THE SPA IS NOT RESPONSIBLE FOR LOST OR STOLEN ARTICLES.

All members/guests waive their right to pursue any action, legal or otherwise, against the Spa for any missing items regardless of how those items came to be missing. Spa employees are not allowed to accept responsibility for your personal items.

No hair dyeing or bleaching is permitted at any time anywhere in the Spa.

No glass containers are permitted at any time anywhere in the Spa.

No body oils or creams (suntan, baby oil, etc.) are permitted in the wet areas. No shaving is permitted in the steam room, hot/cold tubs or saunas. Members/guests must shower with soap and warm water prior to entering wet areas.

For personal hygiene, all members/guests should shower after using wet areas. No diving, racing, running, horseplay, eating, drinking or personal grooming is permitted in wet areas.

Please follow all posted signs carefully.

PERSONAL CONDUCT

Members/guests are subject to the control and guidance of our staff and must follow their instructions while at the Spa. Members/guests agree to conduct themselves in a quiet and well-mannered fashion when in or about the Spa and not cause any disturbances or interfere with the safe use or enjoyment of the Spa by other members/guests.

Members/guests shall not conduct, purchase or subscribe to any commercial business or activity on Spa premises or solicit other members/guests for any reason without the prior written consent from the management of the Spa. Under no circumstances shall members/guests interfere with the conduct of Spa business. Any complaints (other than those of an emergency nature or requiring immediate attention by our staff) shall be made directly to the manager, in private.

The Spa reserves the right to eject from the premise and or revoke/suspend the membership of any member/guest who fails to follow the rules and regulations or for any reasons of nuisance, disturbance, moral turpitude or fraud. Refunds will not be provided in these instances.

HOURS OF OPERATION

The wet spa/locker rooms are closed for cleaning/maintenance during the early morning hours each day. These times are posted in various locations throughout the wet spa/locker rooms and the front desk. The times and frequency of any closures in any section of the Spa for various servicing needs, are subject to the discretion of the management of the Spa.

Updates to the general hours of operation, which may be changed at the Spa's discretion, can be found on our website; www.kingspa.com.

NO SMOKING/CHEWING GUM

In the interest of providing a healthy and safe environment for our members/guests, the use of any type of tobacco or nicotine products, including but not limited to smokeless tobacco, e-cigarettes, and nicotine/chewing gum inside the Spa is strictly prohibited.

TELEPHONES

Except in the event of an emergency, members/guests may only use their mobile/smart phones outside of the wet spa/locker rooms and dry sauna rooms. If you must use your phone, please be considerate of others and refrain from loud or boisterous conversations as this can be very disruptive to the relaxation and enjoyment of the Spa.

FOOD AND DRINKS

No outside food and/or drinks are permitted in the Spa. Food and drinks purchased inside the Spa are permitted only in designated areas and never inside the locker rooms or in any wet or dry sauna rooms. The Spa does not allow food to be taken to go.

ALCOHOL AND DRUGS

Alcoholic beverages are not permitted on Spa property. If anyone is believed to be under the influence of alcohol or drugs the Spa reserves the right, and the staff is authorized, to deny entry and or remove that person from the property.

Never use Spa facilities while under the influence of drugs or alcohol. If you are taking medication of any kind, or being treated for any illness, consult your physician prior to using our facility.

GUESTS UNDER 18 and OVER 75 YEARS OF AGE

Anyone under 18 and over 75 years of age must be accompanied by a guardian of same gender.

The Spa reserves the right to amend or alter these rules and regulations including any fees at any time at the Spa's sole discretion. Any amendments to these rules and regulations are effective immediately. If you have any questions, please feel free to seek out any of our employees for assistance.

In signing this release to obtain entrance into and use of King Spa's property and facilities, I Understand it and sign it voluntarily of my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made.

WAIVER AND RELEASE

I acknowledge to voluntarily engaging in any activity, physically or otherwise, during my visit to the Spa. My visit includes, but is not limited to, the parking lot and all physical areas adjacent to the outside of the Spa building, entrance to the Spa, lobby and any other area inside the Spa. Engagement in any physical activity, the use of any facility or services on the premises is done so at my own risk and fully assume all risks of injury, illness, damage or loss to me or my property that might result, including, without limitation, any loss or theft of any personal property. I agree to release and hold harmless King Spa & Waterpark, LLC ; DBA, King Spa and Sauna, aka "Spa", it's employees, representatives, successors and assigns from any and all claims or causes of action known or unknown which may arise.

I acknowledge that I have carefully read this Waiver and Release and fully understand that it is a release of liability. I waive any right that I may have to bring any action, legal or otherwise, to assert a claim against King Spa & Waterpark, LLC .

I waive, release and discharge from any and all liability, including but not limited to liability arising from the negligence or fault of the staff, contactors, guests or anyone associated with King Spa & Waterpark, LLC .

I certify that I have no physical ailments or limitations which would preclude me from receiving the Body Scrub and/or Massage treatment if I elect this service. I understand it is my responsibility to know of any existing cuts, bruises, sensitivities or any other bodily condition which may result in my discomfort or the aggravation of an existing condition. I am aware that this is a release of liability and by signing below, I wish to proceed and receive my Body Scrub and/or Massage if I elect this service.

I certify that I have read this document and fully understand its content. I have read, I understand, and I agree to follow the above rules and regulations. I realize that a failure to observe these rules could lead to bodily injury to me and or others. I further understand and acknowledge that the Spa assumes no responsibility for any act and/ or omission which may cause any damage to any person, including me. This document is sufficient warning that dangerous conditions, risks, and hazards do exist.

I understand it is my responsibility to familiarize myself with any updates to these Rules and Regulations as well as the Waiver and Release. I understand I can obtain an updated copy at anytime by visiting www.kingspa.com/rules_dallas.pdf or asking for a printed copy in person.

BY VOLUNTARILY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF ITS PROVISIONS, AND I AM AT LEAST 18 YEARS OF AGE. I ALSO CONSENT TO AUTO-RENEW MY ACKNOWLEDGEMENT EACH TIME I ENTER OR USE THE SPA WITHOUT PROVIDING A SIGNATURE EACH TIME.

Name
Printed _____

Signature _____ Date _____ Month _____ Year _____

Address _____

Telephone _____

Reward Card No. _____

E-Mail _____