

resort + spa

Soaking Etiquette

- SWIM AND SOAK AT YOUR OWN RISK
- SHOWERS ARE REQUIRED BEFORE ENTERING ANY POOL
- SWIM DIAPERS ARE REQUIRED FOR CHILDREN UNDER 3
- NO SWIM TOYS UNLESS USED FOR THERAPUTIC PURPOSES
- ALL DRUGS ARE PROHIBITED
- NO OUTSIDE FOOD, ALCOHOL, GLASS, OR COOLERS
- NO SMOKING OR VAPING ON PROPERTY
- NO REFUNDS FOR CONSTRUCTION NOISE

**Staff members have the authority to stop any behavior they deem unsafe or inappropriate. Durango Hot Springs reserves the right to refuse service or remove uncooperative patrons from our property.



COVID-19 Liability Release Waiver

Durango Hot Springs Resort & Spa

The World Health Organization has declared the novel Coronavirus (COVID-19) a worldwide pandemic. Due to its capacity to transmit from person-to-person through respiratory droplets, the government has set recommendations, guidelines, and some prohibitions which Durango Hot Springs Resort & Spa (the "Organization") adheres to comply with.

In consideration of my participation in the foregoing, the undersigned acknowledge and agree to the following:

- I am aware of the existence of the risk on my physical appearance to the venue and my participation in the activity of the Organization that may cause injury or illness such as, but not limited to Influenza, MRSA, or COVID-19 that may lead to paralysis or death.
- I have not experienced symptoms of fever, fatigue, difficulty in breathing, or dry cough or exhibiting any other symptoms relating to COVID-19 or any communicable disease within the last 14 days.
- I have not, nor any member(s) of my household, traveled by sea or by air, internationally within the past 30 days.
- I did not, nor any member of my household, visit any area within the United States that was reported to be highly affected by COVID-19, in the last 30 days.
- I have not been, nor any member(s) of my household, diagnosed to be infected of COVID-19 virus within the last 30 days.

Following the pronouncements above I hereby declare the following:

- I am fully and personally responsible for my own safety and actions while and during may participation and I recognize that I may be in any case be at risk of contracting COVID-19.
- With full knowledge of the risks involved, I hereby release, waive, discharge the Organization, its board, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.
- I agree to indemnify, defend, and hold harmless the Organization from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to COVID-19.

Durango Hot Springs Visitor Agreement

By signing below I acknowledge that I have read the foregoing Liability Release Waiver and understand its contents; that I am at least eighteen (18) years old and fully competent to give my consent; That I have been sufficiently informed of the risks involved and give my voluntary consent in signing it as my own free act and deed; that I give my voluntary consent in signing this Liability Release Waiver as my own free act and deed with full intention to be bound by the same, and free from any inducement or representation. This waiver will remain effective until laws and mandates relevant to COVID-19 are lifted.

Visitors/Legal Guardians

First Name	Last Name	Signature	Date
First Name	Last Name	Signature	Date
Phone	 Email		
Accompanying	Minors		
Minor #1 First Name	Last Name	Minor #2 First Name	Last Name
Minor #3 First Name	Last Name	Minor #4 First Name	Last Name

DURANGO HOT SPRINGS

RELEASE, WAIVER OF LIABILITY, INDEMNITY AND HOLD HARMLESS AND ASSUMPTION OF RISK AGREEMENT

This Release, Waiver of Liability, Indemnity and Hold Harmless and Assumption of Risk Agreement is made by and between the undersigned (Patron) and Durango Hot Springs Resort and Spa, a privately owned Colorado resort. Durango Hot Springs Resort and Spa is a recreational health facility which provides outdoor mineral ponds and/or tubs, fresh water pools, and dry saunas.

The setting and environment at Durango Hot Springs Resort and Spa is a natural one with the hazards associated with such an environment, such as, but not limited to, slippery surfaces, low light, hot water, changes in water temperature, ice on sidewalks, hidden obstacles, electrical storms (lightning), etc. Patron willingly accepts full responsibilities for the inherent risks identified herein as well as risks not specifically identified. Swim at your own risk. At times there will not be a lifeguard on duty.

Use of hot tubs, hot pools, cold pools, and dry saunas may be dangerous to certain individuals with chronic health problems, pregnant women and persons taking certain prescription medications or intoxicants; these persons should consult with their physicians before using the facilities of Durango Hot Springs Resort and Spa.

All Patrons are advised that caution should be used when using the facilities, as the heated water may affect some Patron's stability and equilibrium.

Patron desires to use the facilities of Durango Hot Springs Resort and Spa with full knowledge of the inherent risks and dangers of the physical injuries or death that could result therefrom and hereby willingly agrees to assume the risk of, and responsibility for, any such injury and/or death to Patron, Patron's children or other children accompanying Patron who are under the age of 18 years using the Durango Hot Springs Resort and Spa facility.

Therefore, the Patron, in consideration of being permitted to use the facilities of Durango Hot Springs Resort and Spa, hereby waives all claims for all actual, incidental, or consequential damages, losses or injuries to Patron, to Patron's children and to any children under the age of 18 years accompanying Patron, and to Patron's property for any reason, including any unintentional act or failure to act by Durango Hot Springs Resort and Spa, its owners, guests, managers, staff, employees or other patrons. You may be photographed while on the premises.

Patron further agrees to defend, indemnify and hold harmless Durango Hot Springs Resort and Spa and all of their officers, shareholders, directors, agents, and employees for any injury or death caused by or resulting from Patron, Patron's children or other children under the age of 18 years accompanying Patron participating in the activities associated with Durango Hot Springs Resort and Spa whether such claim for injury or death is based on negligence, breach of contract, or any other cause other than intentional acts, gross negligence, or strict liability.. The Patron will submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of La Plata County, Colorado.

This waiver shall act to limit the duty of care owed by Durango Hot Springs Resort and Spa to Patron, Patron's children and other children under the age of 18 years accompanying Patron using the Durango Hot Springs Resort and Spa. Patron assumes the risk of all dangerous conditions in and around the premises and waives any and all specific notice of the existence of such conditions.

Durango Hot Springs Resort and Spa has the right to refuse service to any Patron, Patron's children or other children under the age of 18 years accompanying Patron for any reason.

This agreement shall be legally binding upon Patron, Patron's heirs, Patron's estate, Patron's assigns, legal guardians, and Patron's personal representatives.

I have carefully read this Agreement and fully understand its contents. I am aware that I am releasing certain rights that I otherwise may have and I enter into this Agreement on behalf of myself, my children, and all minor children under the age of 18 years accompanying me of my own free will.

rears accompanying me of my ov	n free will.	· ·
All Patrons over the age of 18 y	rears must sign this Agreement prior to being admit	ted into Durango Hot Springs Resort and Spa
Date:	Cashier's Initials:	
	allowed in the small mineral pools. egal Guardian for guests UNDER 18:	
Please Print Name)	(Full Signature)	