



WAIVER AND RELEASE OF LIABILITY FOR SPA SERVICES

I am fully knowledgeable of the services, including personal training services, or treatments that will be provided, as well as my own physical limitations, and I am aware of the risks and agree to assume the risk of accepting the services or treatments. I acknowledge that if I have any medical conditions or injuries, allergies, medications (oral or topical), physical restrictions and/or dietary considerations that may be affected by or relevant to the services or treatment requested, I have had the opportunity to discuss such conditions with the service or treatment provider. I acknowledge that it is my sole decision to receive the services or treatment. If the services or treatment causes me any personal injuries, pain or discomfort, I will immediately advise the service or treatment provider of this condition and cease further services. I understand that the Grand Hyatt Kauai Resort and Spa will make no evaluation nor recommendation – and I will not construe any statement or action as an evaluation or recommendation – with respect to whether I am sufficiently physically fit for the services or treatment requested.

I am aware that it is always advisable to consult a physician before undertaking any such services or treatment.

I hereby release the Hotel, its management company and their respective parents and subsidiaries, officers, directors, agents, affiliates, employees, contractors, and the owner of the Hotel and each of them (collectively, the “**Indemnified Parties**”) from any and all claims, damages, demands, rights or causes of action, present or future, known or unknown, anticipated or unanticipated, arising out of or in any manner resulting from services or treatment provided by a service or treatment provider at the Hotel, including, without limitation, any claims, damages, demands, rights or causes of action resulting from or arising out of the negligence of the Indemnified Parties, the provider or any employee or contractor of the Indemnified Parties. Further, I hereby agree to waive any and all of such claims, damages, demands, rights or causes of action. Such Release and Waiver is to be binding upon my heirs, executors, administrators and assigns. Further, I hereby agree to release and discharge the Indemnified Parties from any and all liability for any loss or theft of, or damage to, personal property.

If selecting products that include CBD/Hemp, IT IS THE RESPONSIBILITY AND PERSONAL DISCRETION OF THE CLIENT AND/OR PATIENT WHEN USING ANY NATURAL PRODUCT, INCLUDING CBD. WE MAKE NO CLAIMS THAT CBD IS EFFECTIVE TO TREAT, CURE OR MITIGATE DISEASE.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A WAIVER AND RELEASE OF LIABILITY.

Name: _____

Signature: _____

Date: _____

PRIVACY

I FURTHER ACKNOWLEDGE THAT I HAVE READ AND AGREE TO THE USE OF PERSONAL INFORMATION I AM PROVIDING IN ACCORDANCE WITH THE GLOBAL PRIVACY POLICY FOR GUESTS AVAILABLE AT [PRIVACY.HYATT.COM](https://www.hyatt.com/privacy).

Name: _____

Signature: _____

Date: _____