

TANNING ADDENDUM

This Tanning Addendum (this "Addendum") is entered into by the undersigned Resident and Owner for the purpose of warning Resident about the dangers of using a Tanning facility and for releasing certain parties, as identified below, from any and all responsibility or liability with respect to Resident's use of the Tanning bed or dome (the "Device") provided by the Owner and Owner's agent (the "Owner"). To the extent allowed by applicable law, Owner and Owner's Agent are not liable for any injury or disease to person or property caused in any way by use of the Device. Owner is not and shall not become liable to Resident, Resident's family, guests or other occupants of the Unit for any injury, damage or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of the Device. Resident further agrees that Owner is not liable for injury, damage or loss to any person or property caused by any other person including, but not limited to, theft, burglary, trespass, assault, vandalism or any other crime while using the Device. Neither Owner nor Owner's agent, contractors, employees or representatives shall be liable in any way for any disruption in the operation or performance of the Device. In consideration of Owner's attempt to better serve Resident by providing the Device, Resident agrees that on behalf of Resident's self, family, guests or other occupants, Resident will never make demand upon or file suit against Owner, or any of Owner's agents, contractors, employees or representatives for any damages, costs, loss of personal property, damages or injury to Resident as a result of, or arising out of or incidental to the existence, operation, repair or replacement or use of the Device. Resident hereby releases Owner and its agents, contractors, employees and representatives of and from any and all liability connected with the Device. Resident agrees to be responsible for any property damage caused by Resident, Resident's family, guests or other occupants of the Unit to the Device.

Resident represents that Resident (i) will use the Device at Resident's own risk; (ii) has been given instructions regarding the use of the Device; (iii) knows and understands how to use the Device; (iv) agrees not to act in any way which may damage or impair any part of the Device; (v) has no health issues which would increase the risk of injury or disease when using the Device.

Resident is hereby warned that:

1. Failure to use the eye protection provided to Resident may result in damage to the eyes.
2. Overexposure to ultraviolet light causes burns.
3. Repeated exposure may result in premature aging of the skin and skin cancer.
4. Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain (i) Foods; (ii) Cosmetics; (iii) Medications, including (a) tranquilizers (b) diuretics (c) antibiotics (d) high blood pressure medicines (e) birth control pills.
5. Any person taking a prescription or over-the-counter drug should consult a physician before using the Device.
6. Pregnant women should consult their physicians before using the Device.
7. A person with skin that always burns easily and never tans should avoid the Device.
8. A person with a family or past medical history of skin cancer should avoid the Device.

Resident must be at least 18 years of age to use the Device.

Owner makes no representations, recommendation or warranties of any kind regarding the Device, including merchantability or fitness for a particular purpose. If an operator suspects that possible harm may result from tanning, Resident will be advised to consult a private physician. Compliance with the applicable requirements does not affect the liability of a tanning operator or a manufacturer of the Device. Resident acknowledges that Resident has read and understood all of the above and the warning signs posted before using the Device. The parties acknowledge and agree that this Addendum shall be binding upon their heirs, legal representatives, successors and assigns.

OWNER:

Name Printed: _____

Signature: _____

Date: _____

RESIDENT:

Name Printed: _____

Signature: _____

Date: _____