

Banya & Sauna Participation Agreement

Risk acknowledgement, release and waiver — Log Banya Mount Beauty · Bright Banya · any other sauna, steam room, spa, pool or cold-water facility operated by Equity Magnet Pty Ltd, trading as The Banya Place (ABN 30 585 622 076). One form per adult; a parent or guardian signs for anyone under 18. Please read all of it before signing.

1. Participant

Full name	Date of birth	Phone
Email	Emergency contact — name	Emergency contact — phone
Session date and location	Treatments booked	Steam master

2. The activity and its risks

I am taking part in banya and sauna bathing: high heat (70–100 °C), humid steam, Aufguss rituals, parenie (venik treatment) given by a steam master, cold-water immersion in an ice bath, pool or shower, and the use of a wood-fired stove. These are recreational services with inherent risks that care and skill cannot remove, including:

- overheating, heat exhaustion, dehydration, fainting and falls;
- burns and scalds from the stove, stones, steam, hot surfaces and hot water;
- slips and trips on wet timber, stone, steps and around the pool, spa and tubs;
- cold-water shock, hyperventilation, cramp and loss of coordination in the ice bath, pool and cold showers;
- skin irritation or allergic reaction to oak, eucalyptus, herbs, essential oils, honey or salt;
- bruising or soreness from parenie (venik treatment), which involves the steam master touching my body with warmed whisks and hands;
- aggravation of an existing medical condition, pregnancy complication or injury; and
- the actions of other participants.

I understand these risks and accept them, and I will manage my own exposure to heat and cold sensibly.

3. Health declaration — tick everything that applies to you (or to the child you sign for)

- | | |
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| ☐ heart disease, chest pain, heart surgery or a pacemaker | ☐ pregnancy or breastfeeding |
| ☐ high or low blood pressure | ☐ recent surgery, injury, illness or infection |
| ☐ stroke or circulation problems | ☐ a skin condition or open wound |
| ☐ epilepsy, seizures or fainting | ☐ medication that affects heat, cold, blood pressure or alertness |
| ☐ diabetes | ☐ allergy to plants, essential oils, honey or salt |
| ☐ asthma or another breathing condition | ☐ any other condition the steam master should know about |

Details the steam master should know:

I understand that the steam master is not a medical practitioner, cannot give medical advice, and may decline to give a treatment or ask me to stay out of the heat.

4. My agreement

- I have read, understood and accept The Banya Place banya session terms, including the session rules, and I will follow the steam master's instructions at all times.
- I am taking part voluntarily and I am physically fit to take part. I have disclosed above every condition that could be affected by heat, steam, cold water or physical treatment, and I will tell the steam master before the first round about anything that changes.
- I am not affected by alcohol or drugs and I will not drink alcohol before or during the heat.
- I understand that parenie involves physical contact. I consent to it, I know I may ask for less heat, a lighter touch or to stop at any time, and I understand the steam master may stop a treatment at any time.
- I will leave the heat whenever I feel unwell, I will not enter the ice bath, pool or spa alone, and I will supervise any child in my care at all times.
- I consent to receiving first aid and, if needed, to being taken to medical care at my own cost.
- The Banya Place is not responsible for my personal belongings, and I will pay for damage I cause to its property.

5. Warning under the Australian Consumer Law and Fair Trading Act 2012

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you —

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2022 and section 22(3) (b) of the Australian Consumer Law and Fair Trading Act 2012.

Supplier named on this form: Equity Magnet Pty Ltd, trading as The Banya Place (ABN 30 585 622 076).

6. Release, waiver and indemnity

To the extent permitted by law, I release and discharge The Banya Place — Equity Magnet Pty Ltd, trading as The Banya Place (ABN 30 585 622 076) — and its owners, steam masters, employees, contractors and volunteers (the Released Parties) from all claims, demands and liability for personal injury, illness, loss or death that I suffer in connection with taking part in banya and sauna activities, cold-water bathing and the use of the facilities, whether arising from the inherent risks described above or from negligence, including a failure to provide the services with due care and skill, except to the extent caused by the gross negligence of a Released Party. I agree to indemnify the Released Parties against claims brought by or on behalf of me, or by a child in my care, arising from my or the child's participation, to the extent caused by my or the child's breach of this agreement or of the session rules. This release operates under section 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic) and section 139A of the Competition and Consumer Act 2010 (Cth). Nothing in it excludes rights that cannot be excluded by law, and it does not apply to death or injury caused by gross negligence or reckless conduct.

7. Photographs

The Banya Place sometimes photographs and films sessions for its website and social media (see its privacy policy at thebanyaplace.au/privacy). You may be in the background of such images unless you tell us otherwise.

Tick one:

- ☐ I am happy to appear in The Banya Place's photographs and video.
- ☐ Please do not publish images of me. (Nothing in which you are recognisable will be published; anything already published on our own channels is removed on request.)

8. Children and young people under 18 in my care

I am the parent or legal guardian of the child or children named below. I have read this agreement and I accept it on their behalf as far as the law allows. I confirm they are fit to take part, I have disclosed their health conditions above, I will stay with them for the whole session, I understand they will not have the full parenie if they are under 16, and I agree to indemnify the Released Parties for claims arising from their participation to the extent caused by their or my breach of this agreement or the session rules. I acknowledge that a child's statutory rights cannot be waived by a parent, and that the Released Parties rely on my supervision of the child.

Child's full name	Date of birth	Gentle first steam only? ☐ yes
Child's full name	Date of birth	Gentle first steam only? ☐ yes
Child's full name	Date of birth	Gentle first steam only? ☐ yes

9. Signature

I confirm that I am 18 or older, that I have read and understood this whole agreement — including the warning in section 5 and the release in section 6 — and that I sign it voluntarily.

Signature	Date	Steam master's initials
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This form is kept on file for seven years (until the child turns 25 for anyone under 18) and handled under our privacy policy. A new form is signed every twelve months or whenever your health changes. Equity Magnet Pty Ltd, trading as The Banya Place (ABN 30 585 622 076) · enquire@thebanyaplace.au · 03 4714 7111 · Version 22 October 2026.