

PURLUX SPA POLICIES

Lockers. PurLux Spa provides its clients locker(s) for the storage of clothing and personal items that include, but are not limited to: wallets, money, jewelry, credit cards, and other valuables. This service is a courtesy to our clients. The client assumes all responsibility and risk for lost or stolen items that have not been secured in the locker.

Spa Wear. PurLux Spa provides its clients with a clean robe and non-skid, clean slippers for use during your stay at PurLux Spa. Please do not bring robes or towels from home to use in our facility as this could possibly introduce bacteria and other contaminants to our environment.

Video. PurLux maintains video surveillance of the premises for security purposes. However, client privacy issues are fully respected by PurLux Spa and there are no such security surveillance in the locker rooms, changing areas, sauna areas, massage areas, and the health and beauty areas of PurLux Spa.

Inappropriate Behavior. PurLux Spa reserves the right to refuse service and/or the use of the facilities to any person whose conduct is harassing, offensive, lewd, inappropriate, loud, boisterous, or is an unreasonable disturbance to other clients, guests, vendors, employees, agents, and/or independent contractors. At PurLux Spa's sole discretion, any such conduct, which results in the client's expulsion and termination of the use of the facilities and its related services, will be without refund of moneys advanced for such use and services.

Hot Surfaces. Throughout PurLux Spa there are a number of areas that contain extremely hot and slipper/wet surfaces including, without limitation, the walls, floors, doors, bricks, seats, benches, rocks, and heating elements within the saunas and steam rooms. Client acknowledges that he/she is aware of the danger and risks of contact with these surfaces.

Clients with Disabilities. PurLux Spa provides equal access to all of its facilities for our disabled clients. If the client needs assistance in travel to or use of any of the PurLux Spa facilities, PurLux Spa will provide personal assistance to insure that our disabled clients have full and complete use and enjoyment of PurLux Spa.

Liability for Damages. Client shall be responsible for all damages to the facilities caused by client and client's family members and/or guests. Client agrees that PurLux Spa may charge client's credit card for any such damages.

No Smoking. Smoking is not permitted. There is no smoking inside, outside on the deck, or in front of the building. Please be courteous of other guests entering and exiting the building, and use the designated smoking area located on the corner of the complex closest to citizens bank. Please use the provided disposal and do not throw cigarette butts onto the ground.

Photographs/Videos. We realize you may want to share photos of our beautiful facility with your friends and family or on social media. Please be mindful of other guests while you are photographing our facility or yourself. PurLux Spa respects its clients' privacy and does not permit its clients to take photographs or video of other clients at PurLux Spa. This policy includes, without limitation, the prohibition of the use of cell phones to take such photographs/ videos. PurLux Spa shall not be liable for the acts of other clients who violate this policy.

If a client observes or has a reason to believe that another client has violated this policy, please immediately inform the PürLux Spa staff management for investigation. Anyone violating this policy shall be prohibited from using the facilities. PürLux may ask for permission to take photos for advertisement purposes, but will include a Photo Release to the client if such situation occurs. Photos shared to our facebook, checkin, and reviews are posted publicly on facebook and may be used by PürLux Spa on our website or facebook page.

Lost / Damage. PürLux Spa is not responsible for any personal items that are lost or damaged during your stay at our facility

Late Arrival. All clients are advised to arrive at least fifteen minutes early for spa appointments. We will do our best to accommodate late arrivals. However, the length of service may be adjusted so as to not interrupt the scheduled appointments of other guests. Full price of scheduled services will apply, so please plan accordingly.

USE AGREEMENT, POLICIES, WAIVER AND RELEASE OF LIABILITY

I, the client, desire to use the facilities of PürLux Spa INC (herein also referred to as the “Spa”), located at 6527 KY RT 1428, Allen KY, and in consideration for using the Spa and its related services, Client agrees to the following terms and conditions therein:

1. I acknowledge and affirm that I am in good physical condition, including the absence of any skin conditions that may react to the treatments/facilities provided by PürLux Spa, and have consulted with a physician who approves my use of the Spa and its related services, including without limitation, the steam room, sauna, massages, facials/skin care, medical spa services, halotherapy/ salt sessions, manicure/pedicure and hair salon.
 1. Certain services and amenities are not recommended for guests with specific medical conditions. I acknowledge and affirm I have been advised of the following information:
 - ***The steam room and sauna can be unsafe for some medical conditions including but not limited to pregnancy and conditions related to circulatory system.***
 - ***The salt room may not be recommended for some medical conditions, including but not limited to: tuberculosis, fever, contagious conditions, severe heart disorders, advanced pregnancy, acute state of respiratory attack. Due to the detoxification factor of halotherapy, clients undergoing chemotherapy should avoid the salt room until they finish their series of chemotherapy treatments.***
2. I acknowledge that I will be engaging in activities that involve risk of serious injury, including permanent disability and death, in which severe social and economic losses may result not only from my own actions, inactions, or negligence, but from the action, inaction, or negligence of others, the condition of the equipment and/or the facilities (including parking lots), and/or other risks that may not be known to Client at the this time.
3. I further acknowledge that there are potentially dangerous conditions that are present at the Spa, including without limitation, extreme heat, extreme humidity, extreme cold, slippery surfaces and floors, including the presence of water, soap, and oils and chemicals from the use of hair and nail related products.

4. I agree that before I use any of the Spa services and/or facilities that I will thoroughly inspect and examine the facilities and/or equipment to determine whether said facilities and/or equipment are in safe proper working condition. In the event that I determine that anything related to the facility and/or equipment is unsafe, I will immediately advise and inform the Spa of the unsafe condition and I will not utilize the facility and/or the equipment until such conditions are corrected and made safe for use by Client.

5. DESPITE BEING AWARE OF THE RISKS INVOLVED FOR THE USE OF THE SPA AND ITS RELATED SERVICES, CLIENT VOLUNTARILY DESIRES AND AGREES TO USE THE SPA AND ITS RELATED SERVICES. CLIENT ASSUMES ALL FOREGOING RISKS AND ACCEPTS PERSONAL RESPONSIBILITY FOR ANY DAMAGES FOLLOWING SUCH INJURY, PERMANENT DISABILITY, OR DEATH.

6. As further consideration for the privilege to use the Spa and its related services, Client agrees that neither he/she, nor his/her spouse, domestic partner, heirs, assignees, guardians, or legal representatives will make any claim against the Spa or any of its officers, directors, employees, agents, independent contractors, shareholders, insurance companies, attorneys, affiliates, subcontractors, vendors, landlords, lessors, and/or its successors in interest for any injury, property loss, and/or damages resulting from Client's presence and use of the Spa and its related services, including use of the parking lot operated by the Spa or its vendors.

7. CLIENT RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE SPA OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, SHAREHOLDERS, INSURANCE COMPANIES, ATTORNEYS, AFFILIATES, SUBCONTRACTORS, VENDORS, LANDLORDS, LESSORS, AND/OR ITS SUCCESSORS IN INTEREST (COLLECTIVELY, "RELEASEES") FROM DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF INJURY, INCLUDING DEATH OR DAMAGE TO PROPERTY, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE RELATED TO THE USE OF THE SPA AND ITS RELATED SERVICES, INCLUDING THE USE OF THE PARKING LOT OPERATED BY THE SPA OR ITS VENDORS.

8. CLIENT FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD SPA, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, SHAREHOLDERS, INSURANCE COMPANIES, ATTORNEYS, AFFILIATES, SUBCONTRACTORS, VENDORS, LANDLORDS, LESSORS, AND/OR ITS SUCCESSORS IN INTEREST HARMLESS FROM ALL CLAIMS, ACTIONS, OR DEMANDS, WHETHER OR NOT SUCH MATTERS ARE FILED IN A COURT WITH PROPER JURISDICTION OR THROUGH ARBITRATION, THAT MAY RESULT FROM MY USE OF THE SPA AND ITS RELATED SERVICES, INCLUDING WITHOUT LIMITATION, CLAIMS FOR BODILY INJURY, EMOTIONAL INJURY, SICKNESS, LOSS OF PROPERTY, AND/OR OTHER DAMAGES.

9. I acknowledge that the Spa has the right to refuse service and the use of the facilities to any person whose conduct is harassing, offensive, inappropriate or is an unreasonable disturbance to other clients, guests, vendors, employees, agents, and/or independent contractors, and that any such conduct which shall result in the Client's expulsion and termination of the use of the Spa and its related services, without refund of moneys advanced for such use and services.

I HAVE CAREFULLY READ THE ABOVE USE AGREEMENT, WAIVER AND RELEASE OF LIABILITY AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.