



Viewing Deck Agreement and Waiver of Liability

This Viewing Deck Agreement and Waiver of Liability (the "Agreement") is made and entered into this _____ day of _____, 2023 by and between Steam Plant Hotel and _____ ("Guest") pertaining to the Steam Plant Hotel building, located at 123 S. Post Street, Spokane, WA 99201.

Guest hereby acknowledges and agrees that in exchange for access to and use of the Viewing Deck, Guest will comply with the following terms and conditions:

1. When using the Viewing Deck, Guest will adhere to all rules, policies, and regulations (the "Rules"), including those set forth below and all warning signs and instructions posted on the Viewing Deck, as may be amended by Steam Plant Hotel at any time. Guest understands that it is their responsibility to be informed of the Viewing Deck Rules and liabilities in connection with their use of the Viewing Deck. Guest shall at all times observe and comply with the Rules and special instructions given by or on behalf of Steam Plant Hotel concerning the access to, entry onto, and use of the Viewing Deck. The foregoing shall in no way obligate Steam Plant Hotel to ensure (and Guest hereby expressly waves and releases Steam Plant Hotel from any responsibility with regard thereto) the safety of any persons with respect to their access to or use of the Viewing Deck. Steam Plant Hotel expressly reserves the right to require guests to leave the Viewing Deck at Steam Plant Hotel's discretion if the Viewing Deck Rules or other instructions are not being followed.
2. Guest understands that the Viewing Deck is furnished with chairs and tables for their use and enjoyment. Guest agrees that there is no on-site staffing or security personnel for the Viewing Deck, and that if Guest and/or their guests (including minor children) need assistance while on the Viewing Deck, it is Guest's responsibility to obtain such assistance.
3. Guest may reserve the Viewing Deck for events by making reservations through the Steam Plant Hotel, subject to availability and Steam Plant Hotel's discretion.
4. The Viewing Deck is a special amenity for guests of the Steam Plant Hotel, and guests should enjoy the Viewing Deck responsibly, carefully, and in accordance to the following rules:
 - a. Viewing Deck hours are 9:00 AM to 10:00 PM. Use of the Viewing Deck outside of these hours is prohibited.
 - b. Clean up after yourself and your guests; this includes any and all spilled food or drinks. Place all garbage in the trash receptacles in the elevator lobby area.
 - c. Only seven (7) people are allowed to use the Viewing Deck at the same time. Share the Viewing Deck with others and be respectful of other guests who may want to use the Viewing Deck at the same time. The Viewing Deck is for the non-exclusive use of guests, unless reserved for a special event.
 - d. Alcoholic beverages are strictly prohibited on the Viewing Deck. Glass containers and breakable objects are also prohibited.
 - e. Children under the age of eighteen (18) are not allowed on the viewing deck without adult supervision. Guest is responsible for the care of any minor children when using the Viewing Deck under Guest's supervision.
 - f. Do not use barbecues or other cooking devices on the Viewing Deck.

- g. Do not use or operate any equipment or machinery which produces sound, music, or noise that is audible beyond the Viewing Deck.
- h. Do not move furniture or equipment (i.e. tables, chairs, etc) onto the Viewing Deck.
- i. Do not walk, or permit anyone else to walk, outside of the designated enclosed area on the Viewing Deck; this is strictly prohibited.
- j. Do not throw, or permit others to throw any refuse or other items from the Viewing Deck.
- k. Act responsibly. Guest is responsible for their actions, as well as the actions of their guests and minor children.
- l. Smoking on the Viewing Deck is strictly prohibited. A violation of this Rule will result in a fifty-dollar (\$50.00) smoking fee, per guest.
- m. Do not lend your key card to anyone and do not grant access to the Viewing Deck to anyone who is not a member of your party.
- n. Animals are prohibited on the Viewing Deck.
- o. Recognize that there is a possibility of physical injury or death arising from Guest's and/or their guests' use of the Viewing Deck:
 - i. Guest's and their guests' use of the Viewing Deck is at their own risk.
 - ii. Guest understands that there is no security provided on the Viewing Deck.

5. Guest agrees that they will be responsible for, and to the fullest extent allowed by law, Guest hereby irrevocably waives and unconditionally releases and forever discharges all claims against Steam Plant, its respective partners, shareholders, employees, personnel, and agents for all costs, damages, or liability of whatever nature (including without limitation, bodily injury, death, or damage to or loss or theft of property) arising out of Guest's access to and/or use of the Viewing Deck.
6. Guest agrees to assume the risk of any harm, damage or injury to Guest, their guests and/or property, and to defend, indemnify and hold harmless Steam Plant Hotel and its agents from any and all loss, liability, expenses (including reasonable attorney's fees), claims or actions arising out of or resulting from Guest's use of the Viewing Deck and/or their guests' use of the viewing deck.
7. Guest acknowledges and agrees that they have read this Agreement and fully understand the same and that they have executed the same freely and voluntarily.
8. In case suit or action is instituted by either party to enforce or interpret this Agreement, each party shall be responsible for its own attorney's fees and costs; however, Guest shall not be entitled to any sum in excess of One Thousand Dollars.

The Parties have executed this Agreement as of the date first written above.

Guest

Guest

Guest

Guest

Guest

Steam Plant/Authorized Agent