

## HOSPITALITY SERVICES AGREEMENT

**PLEASE READ CAREFULLY BEFORE SIGNING AS THIS AGREEMENT CONTAINS A RELEASE OF LIABILITY, A WAIVER OF CERTAIN LEGAL RIGHTS AND OBLIGATIONS TO INDEMNIFY.**

**THIS AGREEMENT SETS FORTH TERMS AND CONDITIONS ASSOCIATED WITH THE SERVICES TO BE PROVIDED BY RECOVERY HOSPITALITY LLC AND IS INTENDED TO PROVIDE CLEAR EXPECTATIONS OF THE SERVICES AND THE QUALIFICATIONS AND LIMITATIONS ASSOCIATED WITH SUCH SERVICES TO PROVIDE REALISTIC EXPECTATIONS TO YOU, AS A CONSUMER OF SUCH SERVICES.**

**BY PLACING AN ORDER FOR SERVICES FROM THIS WEBSITE AND/OR CLICKING “I AGREE” AT THE BOTTOM OF THIS AGREEMENT, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS AND THAT YOU WILL MANUALLY SIGN A WRITTEN COPY OF THIS AGREEMENT WHEN YOU CHECK INTO THE HOTEL (AS DEFINED HEREIN).**

**YOU MAY NOT ORDER OR OBTAIN SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH RECOVERY HOSPITALITY LLC AND/OR THE HOTEL COMPANY (AS DEFINED HEREIN), OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE’S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.**

The undersigned, being at least eighteen (18) years old (referred to herein as “I”, “my” or words of similar effect) hereby attests to the following: (i) I have fully reviewed and considered this Hospitality Services Agreement (this “**Agreement**”) and (ii) by signing and delivering this Agreement, I hereby acknowledge and agree to the following terms and conditions in relation my stay at [HOTEL] (the “**Hotel**”) for the benefit of [HOTEL COMPANY] (the “**Hotel Company**”) and RECOVER HOSPITALITY LLC, a Massachusetts limited liability company (“**RH**”).

I acknowledge and agree that while the services provided by RH and/or the Hotel Company during my stay at the Hotel, which shall include the services described below (collectively, the “**Services**”) are designed to promote general health and wellness, the Services are in no way a substitute for medical treatment or medications and that it is recommended that I consult with a physician or other individual licensed to provide medical care for all health care matters including any pre-existing conditions I may have. I acknowledge and agree that neither RH nor the Hotel Company are providing health care or medical services or attempting to diagnose, treat, prevent or cure any physical, mental or emotional issue, disease or condition in connection with the performance of the Services. I agree that neither RH nor the Hotel Company are providing medical advice or mental health advice in any way and that I should always seek the advice of my medical practitioner and/or mental health practitioner regarding any questions or concerns I have about my specific health or any medications or recommendations or suggestions that I receive in connection with the performance of the Services. I acknowledge and agree that (i) I will not disregard medical advice or delay seeking medical advice in any way as a result of engaging RH and/or the Hotel Company to perform the Services and (ii) if I have or suspect that I have a medical or mental health issue, I agree that I will contact my medical practitioner and/or mental health practitioner promptly. The information provided by RH and/or the Hotel Company in connection with the delivery of the Services has not been evaluated by the U.S. Food and Drug Administration or any other governmental agency or authority.

I agree that the RH and/or the Hotel Company shall provide the Services listed below at the rates described below during my stay at the Hotel:

Description of Service	FEE
<u>Recover Hospitality Experience, Standard:</u> <ul style="list-style-type: none"> <li>• Pre-arrival Wellness Concierge services for lodging assistance and recommendations for wellness</li> <li>• Focused activities and dining</li> <li>• Access to Wellness Concierge services during hotel stay</li> </ul>	
<u>Recover Hospitality Experience, Premium:</u> <ul style="list-style-type: none"> <li>• Pre-arrival Wellness Concierge services for lodging assistance and recommendations for wellness</li> <li>• Focused activities and dining</li> <li>• Access to Wellness Concierge services during hotel stay</li> <li>• Individualized wellness-focused itinerary development</li> <li>• Wellness Coaching with text-based support and pre-scheduled video/voice calls (daily voice/video time allotment varies by property)</li> <li>• Access to premium version of DynamiCare Health smartphone application, including witnessed breathalyzer monitoring (bluetooth-linked breathalyzer purchased separately)</li> </ul>	

I acknowledge and agree that the Services are intended solely for my personal use and consumption and, accordingly, no other individuals (regardless of whether such individuals are other Hotel guests or otherwise) shall be entitled to use, consume or otherwise benefit from the Services or the Service Items (as defined herein) that are made available to me. I further acknowledge and agree that any other Hotel guests or other individuals that wish to use and consume the Services shall be required to engage RH and the Hotel Company directly to receive such Services.

I acknowledge and agree that to the extent I may develop and/or establish any products or services (or any proposed products or services or elements thereof) that arise from or are in any way related to the Services, directly or indirectly (“**Service Related IP**”), any and all such Service Related IP shall be owned exclusively by RH and, for good and valuable consideration of the delivery of the Services, the receipt and sufficiency of which are hereby acknowledged, I hereby irrevocably convey, transfer, and assign to RH, and RH hereby accepts, all of my right, title, and interest in and to the Service Related IP, on a worldwide basis, and any and all claims and causes of action with respect to the Service Related IP, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, or violation.

I acknowledge and agree that based on the Services that I have chosen, certain materials and/or equipment (collectively, as applicable, “**Service Items**”) may be provided to me by RH and/or the Hotel Company on a temporary basis for use in connection with the delivery of such Services and that such Service Items are and remain owned by RH and/or the Hotel Company as applicable and my possession of such Service Items constitutes a bailment. Upon completion of my stay at the Hotel, I shall return such Service Items to the Hotel and I, at my expense, will bear the costs of the reasonable value of such Service Items and I will be obligated to pay such amounts to the Hotel Company if RH and/or the Hotel Company, in their collective sole discretion determine that such items have been damaged, lost or stolen.

I represent and warrant that I have notified the Hotel Company and/or RH in writing concerning all of my known physical conditions, medical conditions and medications that may impact or affect (or be impacted or affected by) the Services contemplated to be provided by Hotel Company and/or RH.

I acknowledge and agree that the Services are not available for individuals (i) with Serious Mental Illness (as defined herein); (ii) using illicit drugs, (iii) subject to active substance use addiction, (iv) engaged in other addictive behavior, (v) using any pharmaceutical drugs for which they are not prescribed and (vi) with any untreated health disorder. For purposes of this Agreement, “**Serious Mental Illness**” includes but is not limited to: schizophrenia, major depressive disorder, antisocial personality disorder, any severe personality disorder, untreated bipolar disorder, delusional disorder, schizoaffective disorder, severe post traumatic stress disorder and dissociative identity disorder.

By signing and delivering this Agreement, I agree as follows with respect to RH, Hotel Company and their respective managers, members, directors, officers, employees, shareholders, affiliates, agents and advisors (each, a “**Covered Party**” and collectively, the “**Covered Parties**”):

IN CONSIDERATION OF THE PERFORMANCE AND DELIVERY OF THE SERVICES, I HEREBY ASSUME ALL RISKS AND HOLD HARMLESS, RELEASE, INDEMNIFY AND DEFEND ALL COVERED PARTIES OF AND FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION WHATSOEVER WHICH MAY BE ASSOCIATED WITH AND/OR RESULT FROM (I) THE PERFORMANCE OF THE SERVICES AND MY INVOLVEMENT IN SUCH ACTIVITIES, (II) ANY DAMAGE TO OR LOSS OF ANY SERVICE ITEMS, (III) ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES PERFORMED AND/OR (IV) ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME WHILE RECEIVING THE SERVICES AND/OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, THOSE INJURIES AND DAMAGES CAUSED BY NEGLIGENCE, RECKLESSNESS OR RECKLESS BEHAVIOR, BREACH OF WARRANTY, AND/OR ANY OTHER IMPROPER CONDUCT, EXPRESS OR IMPLIED ON THE PART OF A COVERED PARTY.

I acknowledge and agree that any and all disputes between myself, RH, the Hotel Company and/or any Covered Parties arising from this Agreement or the Services provided to me shall be governed by the laws of the Commonwealth of Massachusetts and exclusive jurisdiction thereof will be in the state court of competent jurisdiction located in Berkshire County or in the federal courts located in the State/Commonwealth of Massachusetts.

In the event that any section or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties hereto agree that the remaining terms shall remain fully enforceable. I agree that this Agreement is personal to me and that I shall not be permitted to assign and/or delegate any rights or obligations under this Agreement without the prior written consent of RH and the Hotel Company. I agree that RH and the Hotel Company may assign and/or delegate the rights and obligations under this Agreement to any third party without my prior written consent. The covenants, agreements, releases and other obligations that each party hereto has agreed to assume under this Agreement shall be binding upon their respective assignees, subrogees, distributees, heirs, next-of-kin, executors, or personal representatives.