

**WAIVER AND RELEASE OF LIABILITY  
IN RELATIONSHIP TO THE CORONAVIRUS-COVID-19**

In consideration of the risk due to CoronaVirus-Covid-19 while participating in services at Posh Salon & Medical Spa and as consideration for the right to participate in those services, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into the waiver and release of liability and hereby waive any and all rights, claims or causes of action of any whatsoever arising out of my participation in the activity and do hereby release and forever discharge Owners and all staff located at 250 Crummer Ln, Reno, Nevada 89502, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assign, for any physical or psychological injury, including but not limited to illness, paralysis, death damages, economical or emotional loss, that I may suffer as a direct result of my participation in any all services or activity including traveling to and from an event related to this activity.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFUREMENT, TEMPORARY OR PERMANT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO THE CORONUS VIRUS-COVID-19 PANDEMIC. NONETHELESS, I ASSDUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.**

**AS THE PARENT OR CUSTODIAN OF A CHILD UNDER THE AGE OF 18, WHOM I AM ACCOMPANYING, I HEREBY INCLUDE AND AGREE THAT THIS AGREEMENT IN ITS ENTIRITY TO APPLY TO SAID CHILD. I HEREBY ASSUME ALL RESPONSIBILITY FOR THE PERFORMANCE OF A SERVICE FOR THIS CHILD OR THE CHILD ACCOMPANYING ME FOR MY SERVICE.**

**CHILD'S NAME: \_\_\_\_\_ AGE: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_**

I agree to indemnify and hold harmless Owners and all staff against any and all claims, suits or action of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Owners and all staff incurs any of these types of expenses, I agree to reimburse Owners and all staff.

I acknowledge that Owners and all staff and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Owners and all staff.

**I ACKNOWLEDGE THJAT THIS ACTIVITY MAY INVOLVE A TEST OF PERSON'S PHYSICAL AND MENTAL LIMITES AND MAY CARRY IT THE POTENTIAL FOR DEATH, SERIOUS ILLNESS OR INJURY AND PROPERTY LOSS.** The risks may include, but are limited to possible exposure to the CoronaVirus-Covid-19, facilities, facilities, equipment, conditions of participants, any and all actions of others, including but not limited to, participants, volunteers, spectators, officials, and event monitors and/or producers of the service appointment.

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE OWNERS AND ALL STAFF AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS,**

**REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST OWNERS AND ALL STAFF FOR PERSONAL INJURY OR DEATH.**

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Owners and all staff, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, \_\_\_\_\_, and Owners and all staff agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained with this Release of Liability shall be deemed to be servable or invalid, or any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement is to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

<u>Emergency Contact</u>	<u>Contact Relationship</u>	<u>Contact Telephone</u>
_____	_____	_____
_____	_____	_____

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract that I am signing it of my own free will.

**Participant's Name:** \_\_\_\_\_

**Participant's Phone #:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_