

BEYOUTIFUL PRINCESS KIDS SPA

Waiver & COVID-19 Release Form

Our services are for the purpose of entertainment and we will not be using powered equipment, cuticle tools or harsh chemicals during our manicure or pedicure services. We will attempt to use products that are considered safe for children however, we cannot guarantee that there will not be an allergic reaction to products being used for skin, hair and nails. Unfortunately, skin damage or minor allergic reactions can result from these kinds of activities. BeYOUtiful Princess Kids Spa, LLC is not responsible for allergic reactions due to any services, costumes or consuming any food or beverage before, during or after the party. It is the responsibility of the guest's or parent/guardian to inform BeYOUtiful Princess Kids Spa, LLC staff of any dietary restrictions. BeYOUtiful Princess Kids Spa, LLC staff are trained and will work to ensure that your event and guests are treated in the most respectable manner and in a safe environment.

I, the undersigned, parent /guardian, assume all risk and hazards incidental to participating in the activity and hereby waive, release, absolve, indemnify and agree to protect, defend and hold harmless BeYOUtiful Princess Kids Spa, LLC, their owners, staff, and participants for any claim arising out of any injury to myself / child to the fullest extent allowed by law. I, the undersigned, parent / guardian of the participant, am fully aware of the potential dangers and risk inherent in this activity, including physical injury, death or other consequences that may arise or result directly or indirectly from participation in all Spa and Spa Party activities. "If any provision of this clause is held unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then any such provision shall be deemed sever able from this clause and shall not affect the validity and enforceability of the remaining provisions."

ASSUMPTION OF RISKS. I understand that while BeYOUtiful Princess Kids Spa has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with the spa party services, BeYOUtiful Princess Kids Spa is not responsible in any manner for any risks related to COVID-19 in connection with the spa party services. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I am fully aware that participation in the spa party services carries with it certain inherent risks related to COVID-19 transmission ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying

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COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks. Furthermore, I represent and warrant that myself, my child, party guest and additional parents do not suffer from any medical condition or disease that might in any way hinder or prevent us from receiving the spa party services, including, to my knowledge, COVID-19.

This COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement (“Agreement”) shall be binding on my heirs, executors, administrators, successors, and assigns. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Agreement contains the entire understanding of the parties relating to the subject matter, and shall not be altered, modified, amended, waived or supplemented in any manner whatsoever except by a written agreement signed by both parties hereto or their duly authorized representatives. This Agreement may be executed, made and delivered electronically.

To the maximum extent permitted by applicable law, I (a) covenant and agree not to elect a trial by jury with respect to any issue arising out of this Agreement or the Services that is triable of right by a jury, and (b) waive any right to trial by jury with respect to such issue to the extent that any such right exists now or in the future. This waiver of right to trial by jury is given knowingly and voluntarily.

I have read and understood this Agreement and enter into it voluntarily in consideration of the opportunity to participate in the spa party services. I acknowledge I am giving up legal rights and/or remedies which may be available to me.