

Release of Liability and Indemnity Agreement

This Release of Liability and Indemnity Agreement (Agreement) is entered effective _____, 20____ by _____ [name], of _____ [address] (hereinafter “Releasor”) and Lori Ward, an individual, and Advanced Skin Therapy, LLC, an Idaho limited liability company, both of 1248 Fairview Avenue, Rexburg, Idaho 83440 (collectively hereinafter “Releasee”). The parties to this Agreement agree as follows:

1. Definitions

- a. *Treatments* – Beauty and aesthetic procedures performed by Releasor or any of its agents and employees, including without limitation chemical peels, eyelash extensions, micro-needling, dermaplaning, lash lift, tint and skin sheek, and DermaSound procedures.

2. Background

Releasor desires Releasee to perform one or more Treatments on behalf of Releasor (including without limitation any Treatments Releasor, as the parent or legal guardian of an individual younger than 18 years of age, desires Releasee to perform for the benefit of such individual). Releasee desires to perform one or more Treatments on behalf of Releasor, but only upon Releasor’s entering this Agreement and releasing Releasee from any losses or damages arising from Releasor undergoing such Treatments.

3. Release of Liability; Indemnity; Hold Harmless; Assumption of Risk

In consideration of Releasee’s agreement to perform one or more Treatments on behalf of Releasor, Releasor does hereby irrevocably release and waive any and all past, present, or future claims, demands, and causes of action, which Releasor now has or may have in the future against Releasee or against Releasee’s agents or employees for any and all past, present, or future loss or damage to property, bodily injury, or death, however caused, arising from or in any way connected with any Treatments performed by Releasee at Releasor’s request.

Releasor specifically releases Releasee from any claims, demands, and causes of action arising from 1) Releasor’s failure to disclose information relevant to Releasor’s undertaking of any Treatments, including known and unknown health conditions, allergies, and other considerations; and 2) Releasor’s failure to follow and adhere to instructions from Releasee or any of Releasee’s agents or employees regarding actions or care to be taken by Releasor prior to any Treatments, during any Treatments, or following any Treatments. Releasor agrees to defend, indemnify, and hold harmless Releasee from any loss, liability, damage, claim, or counterclaim Releasor has incurred or may incur due to Releasor undergoing any Treatments under the terms of this Agreement. Releasor further covenants not to sue Releasee or cause any cause of action to be

brought against Releasee based on Releasee's performance of one or more Treatments on behalf of Releasor.

Releasor confirms Releasor is aware that there are risks associated with Treatments, even when performed with greatest skill and care, and that Releasor hereby knowingly assumes all risks associated with Releasee's performance of one or more Treatments on behalf of Releasor, including the risk of loss or damage to property, bodily injury, or death, however caused, resulting from Releasee's performance of one or more Treatments on behalf of Releasor.

4. Representations and Warranties

By entering this Agreement, Releasor represents and warrants that Releasor: 1) is at least eighteen years of age; 2) is competent to enter this Agreement; 3) has read the entire Agreement and understands the intent of this Agreement and the consequences of entering it; and 4) understands Releasor is relinquishing the right to sue Releasee for any damages or losses arising from any Treatments performed by Releasee.

5. Attorney Fees

In the event Releasor or Releasee is required to employ an attorney for the enforcement of any right under this Agreement or for the resolution of any dispute arising from this Agreement, with or without suit, the defaulting or non-prevailing party agrees to pay the non-defaulting or prevailing party's reasonable attorney fees and costs.

6. Interpretation; Severability

Section headings are for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, any of the provisions of this Agreement. No presumption against any party (or its counsel) exists on the ground that the party (or its counsel) was responsible for preparing this Agreement or any part of it. The parties to this Agreement agree that this Agreement supersedes all other written or oral agreements between the parties and, if there is any conflict or inconsistency between any provision of any other written or oral agreements between the parties and any provision of this Agreement, the provisions of this Agreement will control. In the event any term or provision of this Agreement is adjudicated to be unenforceable, invalid, illegal, or otherwise ineffective, the remaining terms and provisions of this Agreement shall not be affected and shall remain fully enforceable.

7. Binding Effect

This Agreement shall be binding on the parties and their respective estates, personal representatives, trustees, agents, successors in interest, and heirs. Releasee may assign Releasee's rights under this Agreement, but Releasor may not assign Releasor's rights or obligations under this Agreement.

Effective Date: _____, 20__.

Releasor:

_____ (signature)

_____ (printed name)

Releasee:

Lori Ward

ADVANCED SKIN THERAPY, LLC

By: _____
Lori Ward, Member