

# THE SUSTAINERY HAIR STUDIO

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## **RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

The individual named below (referred to as "I" or "me") desires to participate in hairstyling or spa services (the "Activity") which shall be provided by The Sustainery Hair Studio (the "Company"). As lawful consideration for the value that I will gain by participating in the Activity, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE POTENTIALLY DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS ILLNESS, INJURY AND/OR DEATH. I ACKNOWLEDGE THAT I AM AWARE OF THE COVID-19 VIRUS AND ITS ABILITY TO BE TRANSFERRED FROM PERSON-TO-PERSON CONTACT. I AM ALSO AWARE THAT ANY PERSON MAY CARRY THE VIRUS AND BE ASYMPTOMATIC. I UNDERSTAND THAT THE COMPANY CANNOT GUARANTEE THAT I WILL NOT BECOME INFECTED WITH COVID-19, DESPITE THE COMPANY'S BEST EFFORTS TO ABIDE BY STATE AND FEDERAL GUIDELINES SURROUNDING COVID-19. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER OF ILLNESS INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF ILLNESS, INJURY, OR DEATH.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "Releasees"), on account of illness, injury, or death arising out of or attributable to my participation in the Activities. I agree not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the Activities.

This Agreement constitutes the sole and entire Agreement between the Company and me with respect to the subject matter of release of liability and assumption of risk contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Hawaii without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Honolulu, Hawaii and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.**

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

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_