

RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE

INTRODUCTION AND COMMITMENT TO YOU

As referred to in this RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE 528 Salon and Yoga Studio, LLC (528 Salon) includes its owner, Sara Melito, its employees, agents, and independent contractors. We take your safety and that of our staff very seriously and we are employing new safety and sanitation initiatives recommended by the Center for Disease Control and the New Mexico Department of Health. Despite our best efforts, we cannot guarantee that any of these measures will completely protect you from exposure to COVID-19 when you visit 528 Salon.

YOUR ACKNOWLEDGEMENTS

I acknowledge that the risks of COVID-19 are not well understood and there is controversy among the experts on how the virus can spread and difficulty in scientifically determining whether anyone has the virus at any moment in time. I further understand that I may be exposed to or infected by COVID-19 by coming to and using the services of 528 Salon and such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand and accept the potential risk of becoming exposed to or infected by COVID-19 when present at 528 Salon or using any of its services.

I represent hereby agree that I have not (i) experienced symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) have a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify 528 Salon immediately if he or she believes that any of the foregoing access/use restrictions may apply.

RELEASE FROM LIABILITY

I agree to release 528 Salon from and against any liability arising from exposure to COVID-19 during my presence in 528 Salon or through the use of its services, whether or not caused by the negligence of the 528 Salon or otherwise in any way related to COVID-19. I further agree not to make any legal claims against 528 Salon for exposure to COVID-19 including but not limited to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the services of 528 Salon, tools, equipment, or materials. This release from liability includes all claims that could arise directly or indirectly from exposure to COVID-19 and related costs, expenses, damages, losses, or attorney fees.

ACKNOWLEDGEMENT THAT I HAVE READ AND UNDERSTAND THIS RELEASE FROM LIABILITY AND AGREEMENT NOT TO SUE

By signing below I acknowledge and represent that I have read the foregoing RELEASE FROM LIABILITY AND AGREEMENT NOT TO SUE, understand it and sign it voluntarily of my

own free will, including without limitation the full release from liability where I agree not to sue 528 Salon for COVID-19 related exposure of illness; I am sufficiently informed about the risks involved in using the services of 528 Salon to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I have had the opportunity to have my questions and concerns addressed; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same.

By signing this Agreement, I acknowledge that I am free to go to other salons who may not require my agreement to accept responsibility for contracting COVID-19 and I chose to have haircut and color services with Salon 528.

SIGNATURE AND AGREEMENT TO THE TERMS OF THE RELEASE FROM LIABILITY AND AGREEMENT NOT TO SUE

I have read and understand the terms of this Release from Liability and Agreement Not to Sue and agree to all of its terms.

528 Salon Patron: _____

Witness: _____

Date: _____