

WAIVER, ASSUMPTION OF RISK, RELEASE, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

Customer, as identified below, acknowledges the current and ongoing COVID-19 pandemic and that, in connection therewith, Kara A. Scott d/b/a Boho Hair Studio and Boho Hair Studio & Day Spa (“Boho”) has adopted restrictions and protocols aimed at protecting its customers, employees, and visitors while on site at Boho’s facility located at 1395C Main Street, Suite 2NE, Crete, IL 60417 (the “Spa”). Being made aware of these restrictions and protocols, Customer has voluntarily chosen to enter the Spa and in consideration of and as a condition to being allowed to enter and utilize the Spa and receive the services provided at the Spa by Boho and the independent professionals working with it, Customer, for Customer and on behalf of Customer’s family, personal representatives, executors, administrators, heirs, next of kin, and anyone else who now or in the future may claim by or through Customer, agrees as follows:

1. Customer shall be solely responsible for Customer’s actions, conduct, and safety in any way relating to or arising out of or in connection with entry into the Spa;
2. Customer will follow all rules, regulations, and instructions imposed by the Boho relating to entry into the Spa;
3. Customer will not enter the Spa or seek to receive the services offered at the Spa if (a) Customer experiences symptoms of COVID-19, including fever, cough, shortness of breath, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell; (b) Customer has a suspected or confirmed case of COVID-19; or (c) Customer had close contact within the last 14 days with any person who has a suspected or confirmed case of COVID-19;
4. Being fully aware of the inherent risks associated with entry into the Spa, Customer expressly, knowingly, and voluntarily assumes all possible risks from or in connection with entry into the Spa, including, but not limited to, the risk of death, injury, illness, or other harm due to any act, event, or omission, including, but not limited to, to the extent permitted by law, negligent acts or omissions that result in any risk related to the COVID-19 pandemic by the Boho and the independent professionals working with it, including any of either Boho or any independent professional’s employees, officers, directors, shareholders, managing agent, and other agents (collectively, the “Released Parties,” and individually a “Released Party”) arising, directly or indirectly, from or in any manner relating to, arising out of, or in connection with Customer’s entry into the Spa; and
5. Customer fully and forever waives, releases, discharges, absolves, and covenants not to sue and agrees to indemnify and hold harmless the Released Parties from and against any and all losses, damages, claims, actions, rights, liabilities, causes of action, and demands of every kind and nature whatsoever, based upon negligence or other theories of recovery, but only to the extent permitted by law, whether for death, injury, illness, or other harm which Customer or any other person may sustain, in any way arising from, relating to, or in connection with any risk related to the COVID-19 pandemic and Customer’s entry into the Spa including, but only to the extent permitted by law, those arising from the partial or sole negligence of any Released Party.

If any court of competent jurisdiction declares any provisions of this Waiver to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Waiver, and this Waiver shall be construed as if such unenforceable provision or provisions had never been contained herein. This Waiver shall be governed in accordance with the laws of the State of Illinois and construed broadly and to the maximum extent allowed by law.

CUSTOMER HAS CAREFULLY READ THIS WAIVER AND FULLY UNDERSTANDS ITS CONTENTS. CUSTOMER IS AWARE THAT IT INCLUDES A WAIVER OF LIABILITY AND RELEASE, AN ASSUMPTION OF RISK, AND AN AGREEMENT BY CUSTOMER TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES. CUSTOMER SIGNS THIS WAIVER OF HIS/HER FREE WILL.

Date: _____, 20_____

Customer Name: _____

Customer Address: _____

Customer Signature: _____