

RELEASE OF LIABILITY AND
AGREEMENT NOT TO SUE, INDEMNIFICATION,
HOLD HARMLESS, LIMITATION OF WARRANTY

We all know that these are uncertain times. The risks of COVID-19 are not well understood and there is controversy among the experts on how the virus can spread and difficultly in scientifically determining whether anyone has the virus at any moment in time.

We all know that the Centers for Disease Control and Prevention has recommended that all businesses like ours remain closed. Governor Ducey has assessed the risk and he feels that opening salons is safe at this time. Hair-Do is not an expert in the risk analysis of COVID-19. We are willing to open and provide salon services to you if you are willing to accept that there are always risks of contracting COVID-19.

In consideration for providing haircuts and color, by signing below you agree to accept all responsibility for the risk that you may contract COVID-19. While we are taking your safety and that of our staff very serious, by employing new safety and sanitation initiatives, we cannot guarantee that any of these measures will completely protect you from contracting COVID-19.

NOW THEREFORE, in consideration for providing haircuts and hair coloring services, I agree that should I contract COVID-19, I agree to indemnify and hold Hair-Do, its owner and employees harmless from any and all claims for damages should I contract COVID-19 from my receiving a haircut and/or color service at Hair-Do.

I further agree that I will not file, nor cause to be filed, nor participate in any lawsuit against Hair-Do, its owner and employees and any other person who may be in any way connected with haircut and color services at Hair-Do, including but not limited to owners of Hair-Do Salon, the staff with whom I am receiving services, their employees and agents for injuries and/or death as a result of contracting COVID-19.

I agree that if I take any steps to make a claim for damages against Hair-Do, its owner, employees or any other released parties arising out of my receipt of haircut and color services during my visit to Hair-Do facilities, I shall be obligated to pay all attorneys' fees and costs incurred as a result of such claim.

I acknowledge that I can go elsewhere to have my hair cut and colored, and I acknowledge that Hair-Do is not the only hair salon where I can have my hair cut and colored. 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.

In addition, I agree that if any dispute or claim relating in any way to the services provided by Hair-Do pursuant to the terms of this agreement will be resolved by binding, individual arbitration, rather than in court. I agree that arbitration shall be governed by the Federal Arbitration Act (FAA), including its procedural provisions, in all respects.

Signature of Hair-Do Guest or Legal Guardian

Date

Print Name of Guest