

Renew Day Spa Client Treatment Consent and Release

I acknowledge that beauty and medi-spa treatments, including, but not limited to: skin care, massage, microdermabrasion, micro needling, waxing, tinting, facial toning, body treatments, laser treatments, BOTOX, Collagen, Dermal Fillers, Injections, Dermaplaning, Chemical peels and various other beauty procedures is not an exact science and no specific guarantees can or have been made concerning the outcome. I understand that some clients experience more change and improvement than others. In virtually all cases, multiple treatments are required in order to realize a difference.

On behalf of myself, my heirs, my executors, and my administrators, I understand and agree to assume the following risks and hazards which may occur in connection with any particular treatment including but not limited to: unsatisfactory results, soreness, poor healing, discomfort, redness, blistering, skin damage, nerve damage, disability, death, scarring, infection, change in skin pigmentation, allergic reaction, eye damage, change or damage to my vision, muscle damage, and increased hair growth. I understand that even though precautions may be taken in my treatment, not all risks can be known in advance.

Given the above, I understand that response to treatment varies on an individual basis and that specific results are not guaranteed. Therefore, in consideration for any treatment received, I agree to unconditionally defend, indemnify, hold harmless and release from any and all liability, costs of litigation and any other costs of every kind and nature, the company and the individual that provided my treatment, the insured, their insurance company, and any additional insureds, as well as any officers, directors, or employees of the above companies for any injury, property damage, condition or result, known or unknown, that may arise as a consequence of any treatment that I receive.

The release contained herein will be construed to apply to the greatest extent permitted by law and, if permitted by law, will apply even if any such injury or damage is caused in whole or in part by the released parties' own negligence or the negligence or willful conduct of any other individual.

In the event any provision of this agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions will remain in full force and effect. In the event any provision of this document is found by a court of competent jurisdiction to exceed the limits permitted by any applicable law or to be invalid or unenforceable as written, such court (s) may exercise its discretion in reforming such provision(s) to the extent necessary to make it reasonable and enforceable.

I understand and agree that any legal action of any kind related to any treatment I receive will be limited to binding arbitration using a single arbitrator agreed to by both parties. It is understood that any such arbitration will be final and binding and that by agreeing to arbitration, the undersigned is waiving their rights to seek remedies in court, including the right to a jury trial. The undersigned waives, to the fullest extent permitted by law, any right they may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement whether based in contract, tort, statute (including any federal or state statute, law, ordinance, or regulation), or any other legal theory.

The insured agrees that this contract will be governed and construed in accordance with the laws of the state of South Dakota and that all actions of any kind whatsoever will be heard, governed, arbitrated, and restricted to the venue of the County of Meade County, South Dakota. The undersigned also agrees and stipulates that they will be responsible for any legal, or other costs of any kind, incurred by the insured or their insurance company in defense of this agreement should the undersigned challenge its enforceability.

The client indicated below also agrees to forever hold harmless and release from any and all liability, claims, or demands of any kind or nature the insured, and their insurance company for the transmission of any disease, condition, injury or illness they may allege to have contracted or been exposed to as the result of any treatment, person, or visit at the insured's location or the location of treatment.

I have fully disclosed on my client intake form any medications, previous complications, or current conditions that may affect my treatment. In consideration for treatment received, I hereby grant permission to the individual or company that provided my treatment to use any photographic treatment records for the purposes of clinical and statistical studies, advertising, or promotion without any additional compensation to me.

X _____ Date: _____
Client Signature

Printed Name