

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as “I” or “me”) desires to participate in services including, but not limited to, teeth whitening, UV or spray tanning, eyebrow/eyelash work, or any other cosmetic work (the “Activity”) provided by Lash Love, LLC, located in Ozark, Missouri (or any other location at which Lash Love, LLC may conduct business from time to time) (the “Company”). As lawful consideration for the intangible value that I will gain by participating in the Activity, and as a material inducement for the Company to allow me to participate 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 ACTIVITY IS A DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY OR OTHERS ATTEMPTING TO RENDER ME CARE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known, whether currently existing or later arising, against the Company, and its officers, directors, employees, agents, affiliates, shareholders or members, successors, and assigns (collectively, “Releasees”), on account of injury, death, or property damage arising out of or attributable to the Activity, whether arising out of the negligence of the Company or any Releasees, or otherwise. I covenant 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 reasonable 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 Activity.

This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter 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 laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would require the application of any other state’s laws. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Greene County, Missouri and I hereby consent to the exclusive jurisdiction of such courts. **I HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY ARISING FROM OR RELATING TO THIS AGREEMENT, THE ACTIVITY, OR THE COMPANY.**

[SIGNATURE PAGE FOLLOWS]

**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.**

Signed:

\_\_\_\_\_

Signed:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Printed Name of Parent or Legal Guardian:

\_\_\_\_\_

Address:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing above, I hereby do consent to the terms and conditions of this Release of Liability.