

MINDFUL MESSAGE, LLC

Assumption of the Risk and Waiver of Liability Relating to COVID-19

COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. COVID-19 may be spread by infected persons showing no signs or symptoms of the virus and it is difficult to impossible to know whether people are COVID-19 positive. As a result, federal, state and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Mindful Massage, LLC ("MM") has put in place preventative measures to reduce the spread of COVID-19, however MM cannot guarantee that you will not become infected with COVID-19. Further, receiving massage therapy or energy services from MM could increase your risk of contracting COVID-19.

By signing this agreement, **I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 as a result of receiving services from MM and that such exposure or infection may result in personal injury, illness, permanent disability and death.** I understand that the risk of becoming exposed to or infected by COVID-19 at MM may result from the actions, omissions or negligence of myself and others, including without limitation, MM staff.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any exposure to COVID-19 or infection resulting from COVID-19, including injury to myself (including, but not limited to, personal injury, disability and death), illness, damage, loss, claim, liabilities, or expense of any kind, that I may experience or incur in connection with receiving services at MM (the "Claims"). **I hereby release, waive, covenant not to sue, discharge and hold harmless MM, its members, managers, employees and agents of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.** I understand and agree this release includes any Claims based on the actions, omissions, or negligence of MM, its employees and agents, whether a COVID-19 infection occurs before, during or after receiving services from MM.

I acknowledge and agree that I have read this Assumption of the Risk and Waiver of Liability and fully understand its terms. I confirm that I am signing this agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability relating to exposure to COVID-19 or infection resulting from COVID-19 to the greatest extent allowed by law. This agreement shall be binding on my heirs, personal representatives or assigns.

I further represent, warrant and agree that I will not enter MM's studio if I have any symptoms of COVID-19, including without limitation, fever, cough, shortness of breath, difficulty breathing, chills, muscle pain, headache, sore throat or new loss of taste or smell. I understand that I may call and reschedule my appointment due to illness without a rescheduling fee.

Client Signature

Date: _____

Client Printed Name: _____