

CLIENT WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In accordance with the guidance of the State of Illinois and OSHA, Beardsgaard has updated its operating policies and procedures in an effort to promote a healthy and safe environment for the Barbershop, the Barbers and their clients and guests. In consideration for receiving in-person barbering services (collectively, the "Services"), from the Barbershop and the Barbers on the Premises, or for being allowed to remain on the Premises while accompanying someone who is receiving such Services, I, the undersigned, for and on behalf of myself and all children under the age of eighteen years that I have brought with me, state as follows:

1. I am aware of the potential hazards of the novel coronavirus (COVID-19) and of the general guidelines established by the Centers for Disease Control and Prevention ("CDC") for the public to deal with such hazards. I hereby acknowledge and agree that all of the potential hazards of COVID-19 and how it is transmitted to and among members of the public are not yet fully known and understood and that, accordingly, CDC guidelines are periodically modified and/or updated to reflect new developments in such knowledge and understanding. I accept the responsibility to keep myself familiar with all such guidelines as they may be changed from time to time hereafter. I also hereby represent and warrant that, **during the fourteen days prior to the date set forth below, neither I nor anyone with whom I have been in contact has been diagnosed with COVID-19 or has had any of the following symptoms: cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headaches, sore throat, or a new loss of taste or smell.**
2. I further acknowledge and agree that, even though the Barbershop and the Barbers are following all of the laws, rules, policies, procedures and guidelines set forth by OSHA and the CDC and made applicable to the Barbershop and the Premises, neither the Barbershop nor the Barbers can guarantee my health and safety, or the health and safety of any person who may be accompanying me. Notwithstanding the foregoing, and with a full understanding and appreciation of the known and unknown risks associated with COVID-19, I hereby knowingly and voluntarily choose to remain on the Premises and/or receive the Services provided by the Barbershop and/or by the Barbers, and I further hereby expressly ASSUME ALL RISKS related to my contracting of COVID-19 and/or any other infectious disease as a result of my receipt of such Services and/or presence on the Premises.
3. I further hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Barbershop, all of the Barbers (and specifically including my Barber), and any and all of their employees, agents and other representatives, all of whom are collectively hereinafter referred to as the "RELEASEES", of and from any and all liability related in any way to my (and my children's, if applicable) contraction of COVID-19 or any other infectious disease as a result of any negligence of the RELEASEES.
4. I further hereby agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the RELEASEES of, from and against any and all claims, demands, suits, judgments, losses or expenses, of any kind or nature whatsoever (including, without limitation, attorney's fees, costs and disbursements), which arise in any way out of my (and my children's, if applicable) contraction of COVID-19 or any other infectious disease as a result of any negligence of the RELEASEES.
5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement ("Agreement") shall be forever binding upon me and all of my heirs, executors, administrators, successors and assigns, and it shall be construed, interpreted and governed by and in accordance with the laws of the State of Illinois. I FURTHER HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING OUT OF THIS AGREEMENT. I FINALLY HEREBY ACKNOWLEDGE AND AGREE THAT MY EXECUTION OF THIS AGREEMENT IS A MATERIAL INDUCEMENT TO THE RELEASEES' PROVISION OF THE SERVICES TO ME OR TO THE PERSON WHOM I AM ACCOMPANYING ON THE PREMISES. IN WITNESS WHEREOF, I HEREBY ACKNOWLEDGE, REPRESENT, WARRANT AND AGREE that I have read the foregoing Agreement, understand it and am signing it voluntarily as my own free act and deed; that no oral representations, statements, or inducements of any kind have been made to me by the RELEASEES; that I am at least (18) years of age and am fully competent to execute this Agreement; and that I have executed this Agreement for full, adequate and complete consideration with the intent to be forever legally bound hereby.

Signature: _____ Printed Name: _____

Date: _____ Time: _____ Cell Phone: _____

Barber: _____ Name(s) of child(ren) accompanying me: _____
