DEBORAH SAMPSON, LMT/INDIGO OM WELLNESS MASSAGE

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

**Client name: (Please print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Minor child name if applicable: (Please print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

IN CONSIDERATION for being permitted to receive a massage therapy or reiki treatment with Deborah Sampson, LMT/Indigo Om Massage. The undersigned, on behalf of himself or herself and any personal representatives, heirs, and next of kin (hereinafter referred to as “the undersigned”) hereby acknowledges, agrees and represents that he or she has inspected and carefully considered the premises and risk of receiving a massage therapy session. The undersigned finds and accepts same as being safe and reasonably suited for the treatment of massage therapy.

In addition, the undersigned acknowledges that novel Coronavirus (“COVID-19”) infections have been confirmed throughout the United States, including several cases in Wisconsin. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the Wisconsin Department of Heatlh (WDH), for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that the undersigned shall not visit the office or receive a massage therapy session within 14 days after (i) Returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) Exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Notice is continuously updating this list and the undersigned agrees to check the CDC Travel Health Notices list :(<http://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to coming in for an appointment with Deborah Sampson, LMT/Indigo Om Wellness Massage.

The undersigned hereby agrees, represents and warrants that the undersigned shall not visit the office of or receive treatment if he or she (i) experiences symptoms of COVID-19, including, without limitation to, fever, cough, shortness of breath, chills, sore throat, new loss of taste or smell, new unexplained rash or mottling on skin which may resemble Livedo Reticularis (net or lace-like discoloration), which could indicate occlusion of blood vessels near the skin, “COVID TOES” (purple or red lesions on toes and/or soles of feet and hands) or any of the above symptoms combined with muscle pain, OR (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify Deborah Sampson, LMT/Indigo Om Wellness Massage immediately if he or she has had a treatment within 3 months by Deborah Sampson, LMT, and believes that any of the foregoing access/restrictions may apply.

Deborah Sampson, LMT/Indigo Om Wellness Massage has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access/treatment restrictions set forth above. The undersigned acknowledges and agrees that Deborah Sampson, LMT may revise her procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with her revised procedures prior to receiving a treatment or entering her office building. The undersigned further acknowledges and agrees that, due to the nature of massage therapy and bodywork services, social distancing of 6 feet per person in this type of treatment setting is not possible. The undersigned fully understands and appreciates both the known and potential dangers of receiving massage therapy, and acknowledges that therapy received by Deborah Sampson, LMT/Indigo Om Wellness Massage by the undersigned may, despite Deborah Sampson’s reasonable efforts to mitigate such dangers, could result in exposure to COVID-19, which could thus result in quarantine requirements, contact tracing, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO RECEIVE MASSAGE THERAPY, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Deborah Sampson, LMT/Indigo Om Wellness Massage from all liability to the undersigned and all personal representatives, assigns, heirs, and next of kin of the undersigned for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned (or any person who may contract COVID-19, directly or indirectly, from the undersigned, whether caused by negligence, active or passive, of Deborah Sampson, LMT/Indigo Om Wellness Massage or otherwise while the undersigned is about the premises of Deborah Sampson, LMT/Indigo Om Wellness Massage. The undersigned expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: **“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor a the time of executing the release and that, if known by him or her, would materially affected his or her settlement with the debtor or released party.”**

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS Deborah Sampson, LMT/Indigo Om Wellness Massage from any loss, liability, damages or costs they may incur, whether caused by negligence, active or passive, or otherwise while the undersigned is in, upon, or about the premises or receiving treatment from Deborah Sampson, LMT/Indigo Om Wellness Massage in any setting. The undersigned understands and agrees that Deborah Sampson, LMT/Indigo Om Wellness Massage is not required to provide insurance to cover the undersigned in the event they suffer illness, injury, death, properly loss, theft or damage of any sort upon, or about the premises or in the presence of Deborah Sampson, LMT/Indigo Om Wellness Massage.

The undersigned agrees and acknowledges that receiving treatment by Deborah Sampson, LMT/Indigo Om Wellness Massage, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned due to negligence, active or passive, or otherwise while in, about or upon the premises. The undersigned acknowledges that any illness or injuries that the undersigned contract or sustain may be compounded by negligent first aid or emergency response of the Releasee and waive any claim in respect thereof.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Wisconsin and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FFOM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM Deborah Sampson, LMT /Indigo Om Wellness Massage IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 WHILE RECEIVING MASSAGE OR VISITING THE PREMISES OF Deborah Sampson, LMT/Indigo Om Wellness Massage AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO Deborah Sampson, LMT/Indigo Om Wellness Massage, THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

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Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Name

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Emergency Contact Number