



## Magic and Glow Spa, LLC WAIVER.

Parent/Legal Guardian/ Person responsible for Minor(s):

FULL NAME: \_\_\_\_\_

CITY and STATE: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

DATE ATTENDING SPA\*(MM/DD/YYYY) \_\_\_\_\_

Parent or Legal Guardian's EMAIL: \_\_\_\_\_

**Magic and Glow Spa, LLC.**

**located at 6550 NW 97 AVE. STE 250 DORAL. FL. 33178**

**\*\* Everyone who enters a **Magic and Glow Spa Bus** must sign a valid Magic and Glow Spa, LLC waiver. Those under 18 must have it signed/completed by a parent/ legal guardian/ caregiver/ or someone with power of attorney. **COMPLETED WAIVER IS REQUIRED TO PARTICIPATE AT Magic and Glow Spa Bus Activity\*\*****

**NO EXCEPTIONS.**

**Assumptions of Risk- Waiver of Liability- Release Form- Indemnification Agreement**

**PLEASE READ BEFORE SIGNING!!!!**

If book any reservation at Magic and Glow Spa, LLC either over the phone, in person, or online or you are coming in as a guest(s) and you enter this facility you abided and agreed to this waiver and all terms and conditions written below.

**Hold Harmless Clause:**

ENTER AT YOUR OWN RISK. Whether you signed the liability waiver or not, by entering the property you assume all risk and liability for yourself and every minor you bring in whether the minor(s) is your legal child or not, if the minor(s) is under your care or came with you, you are fully responsible and liable for her/he/them. The business, affiliates, owners, employees, third party, independent contractors, and customers are NOT RESPONSIBLE for injuries, accidents, slips & falls, choking, allergies, missing child, kidnap, and or death. YOU knowingly and freely



assume all known and unknown risks, even if arising from the negligence of the releasees and others. By entering the property, you agree to adhere to this notice and assume all liabilities & responsibilities for yourself, your guest(s), minor children/ ward(s) / all minors you bring in whether he/she/they are your legal child(ren) or not, including all participants and non-participants. Non-participants are any and all persons inside the spa but not participating in spa services and activities.

Magic and Glow Spa, LLC SERVICES ARE NOT PERFORMED BY A LICENSED COSMETOLOGIST AND IS FOR ENTERTAINMENT PURPOSES ONLY. We do not use powered equipment, cuticle tools, or harsh chemicals during our mini manicure and mini pedicure services. We will attempt to use products that are considered safe for children. However, we cannot guarantee that there will not be an allergic reaction to products being used for skin, hair, and nails. Unfortunately, skin damage or minor allergic reactions can result from these kinds of activities. is not responsible or liable for any allergic reaction due to any services, activities, costumes, or consuming any food, candy, or beverage before, during or after the party, event, appointment, classes, or camp. Magic and Glow Spa is not responsible for any allergic reaction caused by our party favors cosmetics which include nail polish, lip gloss, lipstick, eye shadow, and nail stickers (or bath bombs), or to any party favors or anything given from Magic and Glow Spa to any child. Or any skin or hair conditions resulting from the use of our products. It is the responsibility of the guests or parent, guardian, or responsible adult to inform Magic and Glow Spa staff of allergies or any dietary restrictions. Magic and Glow Spa is not responsible or liable for any slip or fall accidents or any accidents in general if you or any minor you bring with you (whether a participator or not) experience any accidents or injuries, including but not limited to falls from furniture or any area, stepping on sharp objects while barefoot, tripping over cords, furniture, or rugs, falling off the runway, burns from warm or hot water during spa services or in the bathroom, burns from black lights, lamps, lighters, birthday cake candles, or any other source, injuries from objects falling from the ceiling or elsewhere, injuries from broken glass. Incidents of choking, whether from food or candy served by us, brought in from outside, or any objects or beads in our arts and crafts activities. If a Piñata is included in your event, whether brought in by a party host or you, we are not responsible or liable for any injuries or medical bills resulting from the Piñata activity or any allergic reactions to the candy inside. Additionally, if the Piñata falls and causes injury, including if the candy falls and hits someone on the head, eyes, or any body parts. Magic and Glow Spa is not responsible for making sure your child gets picked up and dropped off by a parent, legal guardian, friend, or family member. Magic and Glow Spa will not be responsible for any missing or abducted child. Magic and Glow Spa hereby informs you that Magic and Glow Spa is not liable for any of the following scenarios: a child who has been wrongfully taken by a nonfamily, family, or friend perpetrator using physical force, persuasion, or threat of bodily harm; a runaway child, that voluntarily exits the venue for any reason and cannot be found thereafter. This would include any child 17 years of age or younger, or any individual who is above the age of 18 but is intellectually disabled or cognitively impaired and treated as a minor. A non-authorized member



of the child's family, or someone acting on behalf of a family member, takes or fails to return a child. We will NOT be held responsible for any allegations or assumptions of abuse or molestation of any kind and will not be held liable for such claims, whether they are based on perception or otherwise. Magic and Glow Spa is not responsible for any transmitted diseases, viruses, head lice and/or bacteria. Magic and Glow Spa staff are fully trained and will work to ensure that you and your guests are treated in the most respectable manner and in a safe environment. In consideration of being allowed to enter the spa and/or participate in any parties or programs at Magic and Glow Spa, the undersigned, on his or her behalf and behalf of all minors identified acknowledges, appreciates, and agrees that: 1) Services can be hazardous and dangerous. I understand that these activities can result in serious injury to the person or child(ren). I assume any risk and damage or injury while on the Magic and Glow Spa premises. 2) I am aware of the risks, hazards, and danger of personal injury, allergic reactions, choking, disability, and/or death as a result of participation at Magic and Glow Spa. 3) I have read a copy of the rules of the spa and understand that it is my responsibility to ask questions about them if necessary. I also understand it is my responsibility to ensure my child(ren) or any child(ren) I bring in whether legally mine or not understands the rules. It is my responsibility to always monitor their activities. I will bring any observation of the rules being broken to the attention of a Magic and Glow Spa staff member. I certify that I and/or my child(ren) or any child(ren) I bring in whether legally mine or not are in good health and that they have no physical limitations, which would preclude safe participation at Magic and Glow Spa. 4) I am aware that Magic and Glow Spa and its employees are not responsible for managing who picks up a child, and/ or who a child leaves the party, event, day spa, class, or camp with. It is my duty or that of the parents / adults hosting the party or day spa, to supervise the children exiting the venue. In any case of child abduction or run-away child Magic and Glow Spa will not be held liable. In consideration for the admission of my child or any child(ren) I bring in whether legally mine or not, I hereby release, waive and forever discharge and covenant not to sue Magic and Glow Spa and its owners, agents, employees, officers, directors, trustees, binding heirs, executors, administrators, assignees, and all other persons or entities acting on its behalf, from any and all claims, actions, damages, liability, cost or expense including attorney fees which are related to or arise out of or in any way connected to my child(ren) or any child(ren) I bring in whether legally mine or not participation or use of the facility including those that may arise out of the negligence of other participants or visitors. 5) I acknowledge that participation in activities at Magic and Glow Spa is strictly voluntary. I hereby certify I am over 18 years of age; I have carefully read the foregoing covenants not to sue and acknowledge that I understand and agree to all of the terms and conditions within this document. Before signing this agreement, I have had an opportunity to ask any questions and I am aware that by signing this waiver and agreement, I am assuming all risks and potential injury while on the premises. Lastly, I expressly represent that I have the authority, expressed or implied, to bring said child(ren) to Magic and Glow Spa before signing this agreement and I am assuming all risks and potential injury or death while on Magic and Glow Spa premises.



I, the undersigned, parent/ guardian/ caretaker assume all risks and hazards incidental to participating in the activity and hereby waive, release, absolve, indemnify, and agree to protect, defend, and hold harmless Magic and Glow Spa, owners, staff and participants for any claim arising out of any injury to myself/ child to the fullest extent allowed by law. I, the undersigned parent/ guardian caretaker of the participant, am fully aware of the potential dangers and risks inherent in this activity, including physical injury, death or other consequences that may arise or result directly or indirectly from participation in all salon and spa services and activities. If any provision of this clause is held unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then any such provision shall be deemed severable from this clause and shall not affect the validity and enforceability of the remaining provisions.

If you are caught stealing anything from our boutique or spa, you will be prosecuted to the fullest extent of the law. Additionally, any fraudulent use of credit cards or counterfeit bills will result in prosecution.

We have cameras installed at the spa for internal use only. Please note that camera footage will not be released upon request, as it is solely for our own use. We utilize the footage for quality control and training purposes.

#### **Minor (Child) Photo Release Form:**

I, the parent /legal guardian/ caretaker of the child/children mentioned here grant Magic and Glow Spa my permission to use photographs taken during this event for any legal use, including but not limited to: publicity, copyright purposes, illustrations, advertising and web content. Furthermore, I understand that no royalty, fee, or other compensation shall become payable to me by reason of such use. I hereby release, waive and forever discharge and covenant not to sue Magic and Glow Spa and its owners, agents, employees, officers, directors, trustees, binding heirs, executors, administrators, assignees, and all other persons or entities acting on its behalf, from any and all claims, actions, damages, liability, cost or expense including attorney fees which are related to or arise out of or in any way connected to my child(ren), or any child(ren) I brought in and I am the caregiver to.

#### **Precautionary COVID-19, Coronavirus or Any Other Contagious Virus Liability Release Form**

Symptoms of COVID-19 (Coronavirus), Influenza may include fever, tiredness, dry cough, aches and pains, nasal congestion, runny nose, sore throat, and diarrhea. I understand the above symptoms and I affirm that I and/ or my child, as well as all household members, do not currently have, nor have experienced the symptoms listed above within the last 14 days. I affirm that I and/or the child, as well as all household members, have not been diagnosed with COVID-19 (Coronavirus) within the last 14 days. I affirm that I and/or my child, as well as household members, have not knowingly been exposed to anyone diagnosed with COVID-19 (Coronavirus) within the last 14 days. I understand that Magic and Glow Spa and its owners, agents, employees, officers, directors, trustees, binding heirs, executors, administrators,



assignees, and all other persons or entities acting on its behalf cannot be held liable for any exposure to the COVID-19 (Coronavirus), influenzas, cold, or any contagious virus either before, during or after coming to Magic and Glow Spa facilities or any other contagion caused by misinformation on this form or the health history provided by each client.

By signing below, I agree to each above statement and release Magic and Glow Spa and its owners, agents, employees, officers, directors, trustees, binding heirs, executors, administrators, assignees, and all other persons or entities acting on its behalf, from any claims, actions, damages, liability, cost or expense including attorney fees which are related to or arising out of or in any way connected to my child(ren) or any child(ren) I brought in and I am the caregiver to from all liability for the intentional or unintentional exposures or harm due to COVID-19 (Coronavirus), influenza, cold, any contagious virus, or contagion.

**CONSENT TO CHANGE OUTFIT CLAUSE** - All child(ren) participating in any event (your child(ren), the children you are a caregiver to, and all your/her guest(s)) will change from their original clothes to Magic and Glow Spa's costume(s) (such as shirts, tutus, dresses, wings provided by us) for the fashion show event unless you verbally request to decline the changing service in the presence of the supervisor of your party or the party you are attending as a guest. We have a dressing room area designated for change of clothes. All clothes will be removed (except for undergarments) by Magic and Glow Spa's staff(s). We are not responsible for the child(ren) that shows up without an undergarment (underwear/bra). After the fashion show, we will dress them back in their original clothes. By signing this waiver, you agree and consent that changes of clothes will take place during the event you are attending here today and/or future events. If you are the HOST of this party/ event, you are responsible for notifying your guests that their child(ren) will change clothes during your event.

The fashion show is meant to be a surprise for the parents/ guardians/ caregivers. The children change into beautiful fairy outfits to surprise their parents/ guardians/ caregivers as they walk down our runway. This changing process takes anywhere from 10 to 15 minutes out of the entire 2 or 3 hours of the party, during which you can still see the child(ren) you are responsible for. While we kindly announce and ask that all parents/ guardians/ caregivers refrain from entering the dressing room, you are not prohibited from doing so, as the dressing rooms have NO DOORS for this reason. The spa is an open floor plan with very few walls (the only enclosed rooms are the bathroom, kitchen, office, and storage) so parents/ guardians/ caregivers can see the child(ren) they are responsible for at all times. I consent to receive calls, emails, and texts from all DBA Magic and Glow Spa locations with special offers, advertising, and telemarketing messages.

By signing below, I and/or child, agree to each above rule and will comply with the rules. I will bring any observation of the rules being broken to the attention of a Magic and Glow Spa staff member. This waiver once signed/ dated will apply to any date and time (past, present, future) you enter our facility even if you did not update your current/past waiver to a future/current date



or the date you are attending. It will serve as an always and permanent waiver of Liability-Release Form- Indemnification Agreement

HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature\*

Date