

# SPA SERVICES WAIVER AND RELEASE

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This Spa Services Waiver and Release (this "**Waiver**") is entered into between [SPA LEGAL NAME], a [STATE] [ENTITY TYPE] doing business as [SPA TRADE NAME], located at [SPA ADDRESS] (the "**Spa**"), and the individual signing below (the "**Client**"). By signing, the Client agrees to the terms below before receiving spa services.

**Client information:** Name [CLIENT NAME]; Date of birth [DOB]; Phone [PHONE]; Email [EMAIL].

**Recitals.** The Client wishes to receive one or more spa, beauty, or wellness services from the Spa. Such services carry inherent risks. The Spa is willing to provide the services in exchange for the Client's acknowledgments, assumption of risk, and release set out below. In consideration of being permitted to receive the services, the Client agrees as follows.

## 1. Services and Acknowledgment of Risks

**1.1 Services.** The Client requests the following service(s) (the "**Services**"): [E.G. MASSAGE, FACIAL, BODY TREATMENT, WAXING, CHEMICAL PEEL, SAUNA, NAIL SERVICE, OTHER].

**1.2 Inherent risks.** The Client understands that the Services may involve risks, which depending on the Service may include skin irritation, redness, allergic reaction, bruising, breakouts, temporary discomfort, sensitivity to heat or products, burns from heat or wax, slips on wet surfaces, or aggravation of existing conditions. The Client voluntarily accepts these inherent risks.

**1.3 No guarantee of results.** The Client understands that individual results vary and that the Spa does not guarantee any particular cosmetic or therapeutic result.

**1.4 Not medical care.** The Client understands the Services are for relaxation, beauty, or general wellness and are not a substitute for medical diagnosis or treatment. The Spa's personnel do not diagnose medical conditions or prescribe treatment unless separately licensed and expressly engaged to do so.

## 2. Health Disclosure

**2.1 Accurate information.** The Client will provide accurate and complete information about the Client's health, allergies, medications, skin sensitivities, pregnancy, recent procedures, and any condition that could affect the safety of the Services.

**2.2 Conditions to disclose.** The Client confirms that the Client has disclosed any of the following that apply: [ALLERGIES; PREGNANCY; HIGH/LOW BLOOD PRESSURE; HEART CONDITION; DIABETES; SKIN CONDITIONS; RECENT SURGERY OR INJURY; MEDICATIONS INCLUDING RETINOIDS OR BLOOD THINNERS; OTHER].

**2.3 Changes and reactions.** The Client will promptly tell the provider about any discomfort, pain, or adverse reaction during a Service, and will follow reasonable aftercare instructions. The Client will report any reaction

after a Service to the Spa promptly.

2.4 **Reliance.** The Client understands the Spa relies on the Client's disclosures to provide the Services safely, and that withholding or misstating information may increase the Client's risk.

### 3. Assumption of Risk and Release

3.1 **Assumption of risk.** Having been informed of the risks, the Client knowingly and voluntarily assumes all risks associated with the Services, whether or not specifically described in this Waiver, except as limited by Section 3.3.

3.2 **Release.** To the fullest extent permitted by applicable law, the Client releases and discharges the Spa and its owners, employees, and contractors (the "**Released Parties**") from claims, demands, and liabilities arising from the Client's receipt of the Services, except to the extent they result from the Released Parties' gross negligence or willful misconduct.

3.3 **What is not released.** This Waiver does not release liability that cannot be released under applicable law, including, where applicable, liability for gross negligence, willful misconduct, or personal injury that the law does not permit to be waived. The enforceability of liability waivers varies by jurisdiction; some provisions may be limited or unenforceable under local law.

3.4 **Indemnification.** To the extent permitted by law, the Client will indemnify the Released Parties against third-party claims arising from the Client's breach of this Waiver or the Client's failure to disclose relevant health information.

### 4. Aftercare and Client Responsibilities

4.1 **Aftercare.** The Client agrees to follow the aftercare instructions provided for the Services, including any guidance on sun exposure, products to avoid, and activity restrictions.

4.2 **Honest feedback.** The Client will communicate openly about comfort, pressure, temperature, and sensitivity so the provider can adjust the Service.

4.3 **Personal property.** The Client is responsible for the Client's personal belongings. The Spa is not responsible for lost, stolen, or damaged personal property except to the extent caused by the Spa's gross negligence.

### 5. Appointments, Cancellations, and Payment

5.1 **Cancellation policy.** The Client agrees to the Spa's cancellation policy: **[E.G. 24 HOURS' NOTICE REQUIRED; LATE CANCELLATION OR NO-SHOW MAY BE CHARGED [AMOUNT OR PERCENTAGE]]**.

5.2 **Payment.** The Client will pay the posted or quoted price for the Services, plus applicable taxes and any agreed gratuity, at the time of service unless otherwise arranged.

5.3 **Right to refuse service.** The Spa may decline or stop a Service if, in its reasonable judgment, providing it would be unsafe or inappropriate, including where the Client's disclosures indicate a contraindication.

### 6. Media and Privacy

6.1 **Photographs.** The Spa **[MAY / MAY NOT]** take before-and-after or treatment photographs. If permitted, the Spa will use them only for the purposes the Client authorizes below.

6.2 **Marketing consent.** The Client **[CONSENTS / DOES NOT CONSENT]** to the Spa using non-identifying photographs of the Client's treatment results for marketing. Identifiable use requires the Client's separate written

consent.

**6.3 Privacy.** The Spa will handle the Client's personal and health information in accordance with its privacy practices and applicable law, and will not sell the Client's personal information.

## 7. General Provisions

**7.1 Adult or guardian.** The Client is at least the age of majority in the governing jurisdiction. If the Client is a minor, a parent or legal guardian must sign on the Client's behalf and assumes the obligations of this Waiver.

**7.2 Voluntary agreement.** The Client has read this Waiver, has had the opportunity to ask questions, understands it, and signs it voluntarily.

**7.3 Governing law and venue.** This Waiver is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. Any dispute will be resolved in the courts located in **[COUNTY, STATE]**.

**7.4 Severability.** If any provision of this Waiver is held unenforceable, the remaining provisions continue in effect, and the unenforceable provision will be enforced to the greatest extent permitted by law.

**7.5 Entire agreement.** This Waiver is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only in a writing signed by both.

**7.6 Electronic signature.** This Waiver may be signed by electronic signature, which has the same effect as a handwritten signature.

**ACKNOWLEDGMENT.** I have read and understood this Waiver and Release. I agree to its terms and accept the risks of the Services.

CLIENT	SPA REPRESENTATIVE
Signature: _____	Signature: _____
Printed name: <b>[CLIENT NAME]</b>	Printed name: <b>[NAME]</b>
Title: N/A	Title: <b>[TITLE]</b>
Date: _____	Date: _____

**If the Client is a minor — Parent/Guardian:**

PARENT / LEGAL GUARDIAN
Signature: _____
Printed name: <b>[NAME]</b>
Relationship to minor: <b>[RELATIONSHIP]</b>

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

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