



Date: _____

WAIVER AND RELEASE

The undersigned _____ (print name), hereafter referred to as "Customer" does hereby waive and release, indemnify, hold harmless and forever discharge The Spa at Rhythm City Casino Resort, hereafter referred to as "Spa" and its agents, employees, officers, directors, affiliates, successors, members, and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to the services being provided to me by the Spa provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct. Said services may include, but are not limited to, massage, pedicures, manicures, body treatments, hair removal, facials, hair coloring, texture changes, permanents, as well as hair cutting. Including pool, hot tub, sauna, steam shower and ice room.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with or unsatisfactory results from the said services being provided to me.

This Waiver and Release contains the entire agreement between the Spa and myself, and supersedes any prior written or oral agreements concerning the subject matter of this Waiver and Release. The provisions of this Waiver and Release may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the Spa and myself.

The provision of this Waiver and Release will continue in full force and effect even after the termination of the services being provided to me, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this Waiver and Release. I understand and confirm that by signing this Waiver and Release, I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional Waiver and Release of all liability to the full extent of the law.

Signature _____ Date _____