**Accident Waiver & Release of Liability Form – Spa / Massage / Beauty Clinic**

**Prior to receiving any treatment or participating in any sessions at [FACILITY/SPA NAME], all patrons must first read the following pages thoroughly and complete all questions in full. We reserve the right to refuse treatment/entry to anyone who does not provide complete and truthful answers. The collection of these details is ultimately intended to make your experience as safe and enjoyable as possible. This information is used to assess your suitability for treatment/classes, and may be referred to in the event of an accident, illness or medical emergency.**

**DISCLAIMER**

The treatments, services, products and advice offered by **[FACILITY/SPA NAME]** are in no way intended to treat or cure medical conditions, nor are they intended as a replacement or alternative to medical treatment or advice from your GP or medical practitioner. The services and treatments provided by **[FACILITY/SPA NAME]** are done so for recreational and wholistic purposes, and should not be considered a replacement or alternative to appropriate medical consultation and treatment.

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**Name:**

**Address:**

**Phone:**

**Email:**

**DOB:**

**Emergency Contact Name & Number:**

1. **Have you attended this facility, or a similar** **facility, previously?**
2. **What are you seeking from today’s session (e.g. relaxation, treatment for injury, etc)?**
3. **If applicable, are there any areas of your body that you would like us to avoid during treatment?**
4. **Do you regularly take any type of medication?
If so please provide details:**
5. **Do you suffer from any medical conditions (e.g. migraines, allergies of any kind, rashes, dizziness, heart palpitations, cancer, irritable bowel, high/low blood pressure etc)?**

**If yes please provide details:**

1. **Do you suffer from any skin conditions (e.g. eczema, psoriasis, acne)?**

**If yes please provide details:**

1. **Do you suffer from any type of chronic pain?**

**Please provide details:**

**If yes, what makes your pain worse? What makes it feel better?**

1. **Are you pregnant, or is there a possibility that you might be pregnant?**
2. **Have you had any injuries in the last 12 months?**

**Please provide details:**

1. **Have you had any surgeries in the last 12 months?**

**Please provide details:**

1. **If you are pregnant, or have had any injuries or surgeries in the last 12 months, do you have approval from your physician to attend this session?**

This signed waiver and release form will only be accepted if you are at least 18 years of age and you are capable of understanding and adhering to the conditions stipulated in this agreement.

As stated above, there is a requirement that all questions on this form are answered, and that you fully disclose any information that is requested within. If any relevant information is withheld, the form is not completed in full, or the information that is provided raises any concerns regarding your health and safety, we reserve the right to refuse treatment/entry unconditionally.

If you are not of at least 18 years of age, you may only be considered for treatment/participation if a parent or legal guardian who is at least 18 years old signs the waiver form on your behalf. In doing so, this person is accepting and agreeing to all conditions stipulated within this document on your behalf.

This agreement is between **[FACILITY/SPA NAME]** and **[CUSTOMER/PARENT/GUARDIAN NAME]**.

**ACKNOWLEDGMENT OF RISKS**

During my visit to **[FACILITY/SPA NAME]**, depending on the types of sessions or treatments that I am participating in, I may receiveinstruction, advice or information on activities such as yoga, meditation, skin care, use of facilities such as saunas and steam rooms and other aspects of wellness and lifestyle. I acknowledge that these activities involve varying degrees of physical exertion and strain, and that there is always an inherent risk of injury when participating in physical activities and agree to follow all guidance given to me around the use of **[FACILITY/SPA NAME] facilities and treatments**,

I confirm that I have been made aware of the possible risks associated with participating in my chosen treatment/activity at **[FACILITY/SPA NAME]**, and I acknowledge that by signing this form I am accepting these risks and am choosing to receive treatment/participate in my chosen activity.

The staff of **[FACILITY/SPA NAME]** have made me fully aware of these risks and in entering into this agreement, I agree that I will not hold **[FACILITY/SPA NAME]** responsible for any injuries or adverse response that I sustain as a result of this treatment/activity.

I am aware that this release form, which contains my personal information, my responses to specific questions, and my signed agreement to waive liability, will be held on record in accordance with local data protection regulations by **[FACILITY/SPA NAME]**. I am also aware that this document may be referred to if I am involved in any type of accident or medical emergency, and it may be presented to medical professionals in the event that I require emergency medical treatment.

I have answered all questions asked on this form truthfully and completely, and I have provided complete details regarding any pre-existing medical conditions, disabilities, or physical limitations that I suffer from and/or I am aware of. I confirm that to the best of my knowledge, I have not withheld any information of this nature.

Whilst it is unlikely that I will suffer any adverse reactions to my treatment/session at **[FACILITY/SPA NAME]**, I do acknowledge that there is some degree of risk and that there is the potential for injury, illness or death, and also loss of, or damage to my property. Whilst every precaution is taken and equipment is safety checked and kept in good working order, such risks could arise from faulty/malfunctioning equipment, actions of the clinic staff, adverse reactions to treatment, cosmetics or skincare products, the location of the centre, the actions of other visitors to the clinic, natural disasters or extreme weather conditions, and other potential risks.

In some cases it may be necessary to carry out a patch test, in these instances the treatment will not be able to take place for a minimum of 24 hours after the patch test and the client must declare any adverse reaction as a result of the patch test. In the case of adverse reaction to the product during the test treatment may be refused.

I acknowledge that I have had sufficient time and opportunity to seek independent legal advice regarding this form and its contents prior to my signing it and effectively entering into a contract with **[FACILITY/SPA NAME]**.

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**Signature of Participant/Parent/Guardian Date**

**RESPONSIBILITIES OF THE CUSTOMER**

By entering **[FACILITY/SPA NAME]** for treatment and signing this form, you are accepting full responsibility for your mental, physical, medical and health condition. This also includes your full acceptance of responsibility for any medications that you are taking, and any activities that you take part in while you are in attendance at **[FACILITY/SPA NAME]**. It is assumed that you are aware of your own physical and medical limitations, that you will act responsibly and in accordance with these limitations, and that you accept any and all risks that may be associated with any activities that you engage in whilst on these premises.

If you experience any pain, discomfort or distress during your session/ treatment, or you have any requests regarding modifications of the treatment or the surroundings, please notify a member of staff immediately so that an assessment can be made.

It is essential that you notify us if you have any pre-existing medical conditions or physical impairments/limitations that may adversely affect you during the session/treatment. Please answer all questions on this form honestly and completely, and also mention anything of this nature to your therapist/instructor prior to commencing the session/treatment.

If you are pregnant or believe that you might be pregnant, please make note of this in the questions section of this form on page 1,and mention it to your therapist/instructor prior to your session/treatment.

Our staff will not conduct medical examinations, provide medical advice, diagnose or treat medical conditions or prescribe medication. Any suggestions made by our staff regarding health conditions, treatment or lifestyle should not be taken as “medical advice”. You should always consult your medical practitioner or specialist if you have any questions or concerns regarding health issues, diagnoses and treatment.

It is your responsibility to seek medical advice prior to attending your treatment/session, if you have any doubts or concerns regarding your capability to safely attend the treatment/session. By signing this form and attending treatment, we are of the assumption that you have received approval from your medical physician to do so, and we will not be held responsible for any accidents or illness that occurs as a result of your participation in this treatment/session.

Further to the above, if you do have any pre-existing medical conditions, are pregnant or suspect that you may be pregnant, or you have had any recent surgery or medical procedures, you should seek approval from your GP or surgeon prior to attending your session/treatment at **[FACILITY/SPA NAME]**.

In signing this form you are acknowledging that you understand your obligation to fully disclose any relevant personal, health and medical details to **[FACILITY/SPA NAME]**. Further, you are agreeing to the ‘Responsibility of the Customer’ conditions outlined above, and confirming that you have consulted your GP or surgeon and have received their approval to participate in today’s session (if applicable).

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**Signature of Participant/Parent/Guardian Date**

**WAIVER AND RELEASE**

In signing this form, you are agreeing to release from any liability [FACILITY/SPA NAME] and its directors, managers, employees, and any contractors or volunteers who are working on the premises, and specifically, you are agreeing to the following conditions:

I, **[CUSTOMER’S FULL NAME]**, acknowledge that I am voluntarily participating in all treatments and activities during my visit to **[FACILITY/SPA NAME]**. I further acknowledge that my participation in any activities, and the use of the facilities and equipment at **[FACILITY/SPA NAME]**, including the carpark, entrance, changing rooms and any other areas within and around the building, is done so at my own risk and I completely assume all responsibility for any injuries, illness or damage to my property or person whilst I am on the premises. I agree that **[FACILITY/SPA NAME]** will in no way be held liable for any claims or damages that may arise as a result of my visit to **[FACILITY/SPA NAME]**.

I confirm that I have read this waiver and release form carefully and thoroughly, and I fully understand that by signing it I am agreeing to a complete release of liability by **[FACILITY/SPA NAME]**. In doing so, I am waiving the right to bring any action or claim against **[FACILITY/SPA NAME]**, its owners, affiliates or staff for any injuries incurred, death, or loss or damage to property as a result of negligence or fault by the staff, guests or anyone associated with **[FACILITY/SPA NAME]**.

I confirm that I have no illnesses or physical restrictions that may impair my ability to participate in any treatment/sessions at **[FACILITY/SPA NAME]**, and that I have not been advised by a medical health professional to avoid such activities. I agree that if I do have any concerns regarding my physical or mental health, or my ability to successfully complete the treatment/session, I will bring it to my therapists or another staff members attention immediately.

I also acknowledge that if I do aggravate an existing condition as a result of my participation in the session/treatment, or if I cause myself any type of injury or pain as a result of my participation, I will not hold the **[FACILITY/SPA NAME]** or staff responsible and I waive my rights to bring any type of action against the staff or facility.

I am aware of and accept any risks associated with receiving treatment at **[FACILITY/SPA NAME]**, including risks arising from negligence by the released parties, from malfunctioning or dangerous equipment used at the facility, or from possible liability without fault from the released parties.

In the event of an emergency (such as an accident, injury or illness) whilst I am participating in activities at **[FACILITY/SPA NAME]**, I do consent to the centre seeking medical assistance on my behalf, signing any necessary consent forms on my behalf, and to my receiving any medical treatment that is deemed advisable or necessary under the circumstances.

I acknowledge that the fee paid for treatment at **[FACILITY/SPA NAME]** is not inclusive of personal accident insurance, and that any additional costs incurred from sustaining an injury, accident or illness during or after my treatment/session will be my own responsibility. This could include, but is not limited to, the cost of an ambulance being called, any medical bills incurred by time spent in hospital, and any rehabilitation or follow-up treatment/therapy that may be required or beneficial.

I understand that my personal information is collected by **[FACILITY/SPA NAME]**, and that this information is used to assess my suitability for treatment. I also accept that this information may be provided to a medical health professional in the event that I should suffer an injury or illness, and/or it is determined that I require medical treatment whilst attending **[FACILITY/SPA NAME]**.

I confirm that I have read and understood the terms and conditions stipulated within this document, and I agree to be bound by them. In signing this waiver and release form, I am agreeing to not make any claims against **[FACILITY/SPA NAME]**, its directors, managers, or staff, in the event that I should suffer any injuries or damages (including, but not limited to, illness, personal injury, death, loss of property or damage to property) whilst participating in any treatments or activities at this facility.

I acknowledge that this is a contract to release the liability of **[FACILITY/SPA NAME],** and I sign it without any coercion and of my own free will. This waiver and release from liability agreement should be interpreted as a complete release and waiver to the maximum extent possible under **[THE APPLICABLE LAW/REGULATION WITHIN COUNTRY]**.

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**Signature of Participant Date**

In signing this waiver and release form, I am confirming that I have read and fully understand all of its contents and stipulations, and that I agree to all of the provisions within. I acknowledge that I am **[18]** years of age or older, or that if I am under **[18]** years of age, my parent/legal guardian has read and understood this document and all of its terms and conditions, and they have signed the form on my behalf. As part of my agreement with **[FACILITY/SPA NAME]**,I agree to answer all questions truthfully and completely, particularly those questions pertaining to my health and physical/medical condition.

**Full Name:**

**Signature:**

**Date:**

**For participants/customers who are under the age of [18], your parent/guardian must sign the below undertaking on your behalf:**

I, **[FULL NAME]**, being the legal parent/guardian of **[MINOR’S FULL NAME]**, confirm that I have read this waiver and release form in its entirety and have made every effort to ensure that I understand the activity/treatment that **[HE/SHE]** is participating in. I hereby consent to **[HIM/HER]** participating in this activity/treatment and I acknowledge that however unlikely, it is possible that **[HE/SHE]** may experience an adverse reaction to this treatment/activity, and that there exists a risk of injury, illness, property damage, disability and even death.

I agree that in the event of any such accident or occurrence, **[FACILITY/SPA NAME]**, the organisation, its staff, contractors and managers will not be held liable whatsoever, with the only exception being any rights that arise as per the ***[Competition and Consumer Act 2010]***.