



TOASTED TANS

MOBILE SPRAY TAN

931-3500-TAN

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. BY SIGNING, YOU AGREE TO RELEASE TOASTED TANS MOBILE SPRAY TANNING FROM LIABILITY FOR CERTAIN CLAIMS AND ASSUME RISKS ASSOCIATED WITH OUR SERVICES.

This Liability Waiver and Release Agreement ("Agreement") is entered into between Toasted Tans Mobile Spray Tanning, a Tennessee-based company ("Company"), and the undersigned customer ("Customer") for mobile spray tanning and related cosmetic services ("Services") provided by the Company.

1. **Acknowledgment of Risks** - Customer acknowledges that the Services, including the application of spray tanning solutions, involve inherent risks, including but not limited to skin irritation, allergic reactions, staining of clothing or property, or dissatisfaction with tanning results. Customer understands that results vary based on skin type, preparation, and aftercare and the Company cannot guarantee specific outcomes, such as color, duration, or uniformity of the tan.
2. **Assumption of Risk** - Customer voluntarily assumes all risks, known and unknown, associated with the Services, including risks arising from the Company's application of tanning solutions, equipment, or materials, whether performed at Customer's location or elsewhere. Customer agrees to take reasonable precautions, such as disclosing allergies, following pre- and post-tanning instructions, and protecting surfaces (e.g., furniture, flooring) from tanning solution overspray.
3. **Release and Waiver of Liability** - To the fullest extent permitted by Tennessee law, Customer hereby releases, waives, discharges, and agrees not to sue the Company, its owners, employees, contractors, agents, or affiliates ("Released Parties") for any and all claims, demands, damages, losses, or liabilities, including but not limited to skin reactions, property damage, personal injury, or economic loss, arising out of or related to the Services, whether caused by the negligence of the Released Parties or otherwise, except in cases of gross negligence or intentional misconduct.

This release includes, but is not limited to, claims for:

- Skin irritation, allergic reactions, or other adverse reactions to tanning solutions or products.
- Damage to Customer's property (e.g., clothing, furniture, or flooring) from tanning solution overspray or residue.
- Economic losses, such as costs for medical treatment, property cleaning, or replacement of damaged items.

Customer acknowledges that this waiver extends to claims arising from the Company's recommendations, advice, or failure to identify skin sensitivities or property risks during the Services.

4. **Indemnification** - Customer agrees to indemnify, defend, and hold harmless the Released Parties from any claims, liabilities, damages, or expenses (including attorney's fees) arising from:

- Customer's failure to disclose known allergies, skin conditions, or property vulnerabilities (e.g., delicate fabrics, unprotected surfaces).
- Customer's negligence or failure to follow Company instructions, such as pre-tanning skin preparation or post-tanning care.
- Third-party claims related to the Services performed at Customer's location.
- This indemnification does not apply to claims arising from the Company's gross negligence or intentional misconduct.

5. **Limitation of Liability** - The Company's total liability for any claims arising from the Services, whether in contract, tort, or otherwise, shall not exceed the amount paid by Customer for the Services. The Company shall not be liable for consequential, incidental, or punitive damages, including but not limited to medical expenses, lost wages, or costs of property repair, even if advised of the possibility of such damages. Customer acknowledges that the Company is not responsible for pre-existing skin conditions, allergies, or damages caused by factors beyond the Company's control (e.g., improper aftercare, environmental factors).

6. **Warranty Disclaimer** - The Company provides Services on an "as-is" basis. Except as expressly stated in a separate written agreement, the Company disclaims all warranties, express or implied, including warranties of merchantability or fitness for a particular purpose. Any assurances about tanning results are estimates only and do not constitute a warranty.



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7. Customer Responsibilities - Customer represents that they are at least 18 years of age or have parental consent to receive the Services. Customer agrees to provide accurate information about skin conditions, allergies, medications, or prior tanning experiences, and to follow all Company instructions for skin preparation (e.g., exfoliation, avoiding lotions) and aftercare (e.g., avoiding water exposure). Customer shall protect property at the service location (e.g., covering furniture, floors) and provide a suitable, clean area for the Services. Customer acknowledges that failure to comply with these responsibilities may result in suboptimal results or damage, for which the Company shall not be liable.

8. Dispute Resolution - Any disputes arising from this Agreement or the Services shall be resolved through binding arbitration in Maury County, Tennessee, under the rules of the American Arbitration Association. The prevailing party shall be entitled to recover reasonable attorney's fees and costs. Customer waives the right to participate in a class action lawsuit against the Company.

9. Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflict of law principles. Any legal action not subject to arbitration shall be filed exclusively in the state or federal courts located in Maury County, Tennessee.

10. Severability - If any provision of this Agreement is found to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

11. Entire Agreement - This Agreement constitutes the entire understanding between the Customer and the Company regarding the Services and supersedes all prior agreements or understandings, whether written or oral.

12. Acknowledgment of Understanding - Customer acknowledges that they have read and understood this Agreement, have had the opportunity to consult with legal counsel, and are signing voluntarily without coercion. Customer confirms they are at least 18 years of age or have parental consent and have the legal capacity to enter into this Agreement.

CUSTOMER SIGNATURE

I, the undersigned, agree to be bound by the terms of this Liability Waiver and Release Agreement. I voluntarily agree to sign this waiver and have not been coerced in any way.

Name (Print): _____

Signature: _____

Date: _____

Parent/Guardian (Print): _____

Signature: _____

Date: _____

Address: _____

Phone: _____

COMPANY REPRESENTATIVE

Name (Print): _____

Signature: _____

Date: _____